

EXHIBIT A

SUMMONSAttorney(s) Thomas Masciocchi, EsquireOffice Address 1000 Maplewood Drive, Suite 202Town, State, Zip Code Maple Shade, NJ 08052Telephone Number (856) 831-7119Attorney(s) for Plaintiff Andrew L. Coles and Elizabeth ColesAndrew L. ColesElizabeth Coles

Plaintiff(s)

vs.

Wells Fargo Bank, N.A.

Defendant(s)

**Superior Court of
New Jersey**Monmouth ☒ County

Law Division

Docket No: _____

**CIVIL ACTION
SUMMONS**

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.

/s/ Michelle M. Smith

Clerk of the Superior Court

DATED: 07/23/2020Name of Defendant to Be Served: Wells Fargo Bank, N.A.Address of Defendant to Be Served: Princeton S Corporate Ctr., Suite 160100 Charles Ewing Blvd, Ewing, NJ 08628

KEAVENEY LEGAL GROUP, LLC

Thomas Masciocchi, Esq.

New Jersey State Bar ID No.: 027941988

1000 Maplewood Drive, Suite 202,

Maple Shade, New Jersey 08052

Tel. (800) 219-0931

Attorneys for Plaintiff, ANDREW L. COLES and ELIZABETH COLES

ANDREW L. COLES and ELIZABETH COLES;

PLAINTIFFS

vs.

WELLS FARGO BANK, N.A.

DEFENDANT

SUPERIOR COURT OF NEW JERSEY
MONMOUTH COUNTY

LAW DIVISION

DOCKET NO.:

Civil Action

CIVIL ACTION COMPLAINT

Plaintiffs sue Defendant and by Complaint states (any reference to the Plaintiffs in the singular shall be deemed applicable to the Plaintiffs in the plural):

1. Parties

- A. Plaintiffs ANDREW L. COLES and ELIZABETH COLES are of majority age residing at 472 Cassville Road, Jackson NJ 08527.
- B. Defendant WELLS FARGO BANK, N.A. is and was, at all material times hereto, a foreign corporation whose corporate domicile and alleged authority to do business in the State of New Jersey is unknown, but with its principle place of business located at 101 North Phillips Avenue Sioux Falls, SD 57104

1. Background Material Facts

- A. On or about January 24, 2019 the Defendant WELLS FARGO BANK, N.A. did file an action in Foreclosure as against the Plaintiffs in the Superior Court of New

Jersey, Ocean County, under Docket Number F-001684-19. This action is still pending.

- B. It has been alleged that the Note/Mortgage covering the Plaintiff's residence was owned by Defendant WELLS FARGO BANK, N.A., and this Defendant serviced the loan
- C. On or about January 24, 2019 and on numerous occasions thereafter, the Defendant did offer to the Plaintiffs alternatives to foreclosure, such as loss mitigation via a loan modification.
- D. Plaintiffs did agree with the Defendant and accepted their offer to pursue loss mitigation via a Loan Modification application, and Defendant did agree, promise and represent that they would exercise competent due diligence in assisting the Plaintiffs to pursue, apply for and attempt to obtain a Loan Modification, and that in the course thereof did promise to act in good faith, in fair dealing and abide by both statutory and common law applicable to the process.
- E. Relying upon said promises and representations as made by the Defendants, the Plaintiffs did submit a loss mitigation application for a loan modification on or about February 12, 2020.
- F. The Loan Modification was denied by way of a Denial Letter from Defendant dated February 25, 2020, a copy of which is attached hereto and marked as **Exhibit A**.
- G. It is submitted that said denial was at all times improper under **12 CFR Part 1024** and through Counsel the Plaintiffs did submit an Appeal as allowed under **12 CFR Part 1024.41**, dated March 3, 2020 – a copy of which is attached hereto and marked as **Exhibit B**, the receipt of which was acknowledged by the Defendant.
- H. The Appeal was answered by the Defendant on March 10, 2020, a copy of which is attached hereto and marked as **Exhibit C**. The attached speaks for itself but the Appeal was denied alleging that the Plaintiffs “still do not meet” unspecified loan modification requirements.
- I. Deeming the answer to the appeal to be improper, the Defendant was served with a Notice of Error under **12 CFR Section 1024.35** of Regulation X of the Mortgage Servicing Act under RESPA, by counsel for the Plaintiffs dated March 27, 2020 – a copy of which is attached hereto and marked as **Exhibit D**, where it is stated to the

Defendants: “Specifically, you failed to provide a valid response to our Appeal Letter dated 3.3.20 (attached here as Exhibit A). Our appeal specifically addresses the issues pertaining to the income figures used for the modification review and the fact that they were grossly understated on the denial letter. We also provided supporting documentation as evidence to our arguments along with a breakdown of how we reached our income figure determination. Your response to our appeal dated 3/10/2020 (attached as Exhibit B) does not specifically address ANY of the borrower’s concerns nor does it state how your office determined this incorrect income figure and how you plan to correct your error.”

- J. Defendant responded by way of letter dated May 8, 2020, a copy of which is attached hereto and marked as **Exhibit E**, wherein Defendant alleges:

Explanation of income used

We understand you feel our income calculation was incorrect and you were looking for further explanation as to how we arrived at the final amount. We were unable to use the Profit and Loss Statement provided due to the discrepancies present concerning the expenses. Due to not being able to use the Profit and loss statements this limited our ability to complete using the current income that was provided and this limited the income we were able to provide. We’ve received the 2019 Federal taxes and have provided that to our partners in Home Preservation, they’re currently reviewing the file and will provide you a response separate from this letter.

- K. In communications with the Defendant, the Defendant had requested the Plaintiffs’ 2019 Federal Tax Returns, which were provided by counsel and acknowledged as having been received as it has stated above.
- L. Defendant had promised and committed itself to a re-evaluation of the Plaintiffs’ application for a Loan Modification upon receipt of said tax returns – however despite said promises and the duty imposed under **12 CFR Part 1024**, said re-evaluation was not performed.
- M. Instead, by way of letter dated May 20, 2020 – a copy of which is attached hereto and marked as **Exhibit F** - unilaterally placed the Plaintiffs into an unauthorized COVID-19 Forbearance Plan, falsely alleging that the action was taken due to “an incomplete application for assistance”.

- N. At all times relevant and material hereto said COVID-19 Forbearance Plan placed onerous terms and conditions upon the Plaintiffs, including but not limited to the a requirement to pay all past due sums at the end of the forbearance term and to re-apply for loss mitigation assistance, which application may not be approved.
- O. On or about June 12, 2020, in subsequent communications through Plaintiffs' representatives with the Defendant, including a conversation with Defendant representative Michelle Gonzalez, the Defendant advised: **that the Defendant underwriter reviewed the tax returns, but did not correct the income calculations and used the incorrect old income numbers again for the appeal review.**
- P. In this conversation it was explained to the Defendant representative that the requested and provided 2019 Federal Tax Returns showed a considerable amount more income that could have been used for the review, specifically current Net Year Income: 52,251.00 = \$4,354.25, which income should and would have qualified the Plaintiffs for a loan modification and ended the foreclosure proceedings.
- Q. In this conversation the Plaintiffs' representative was transferred to another representative of the Defendant, specifically, the supervisor for Michelle Gonzalez, who advised that **the appeal underwriter did not review the tax returns and they used the previous incorrect information.**
- R. Plaintiffs' representative also spoke with Defendant's executive office, specifically a Tesla McRoberts (identifying extension 1335621588 at 800-853-8516) who promised a proper and correct re-evaluation.
- S. Again, despite Defendant's repeat promise and commitment to perform a re-evaluation of the Plaintiffs' application for a Loan Modification based on the income as identified on said tax return, and despite the duty imposed under **12 CFR Part 1024**, said re-evaluation was not performed.
- T. As a result of the Defendant's failure to honor its promises and agreement to properly and timely respond to the Plaintiffs' loss mitigation application for a Loan Modification, despite a specific and direct invitation to do so coupled with promises to review the application with due diligence and respond as required by law the Plaintiffs have been left in a state of uncertainty regarding their alleged duties and

obligations on this alleged debt and their rights to mitigate their obligation and avoid foreclosure, they have been caused to endure stress and anxiety of continuing foreclosure litigation and to incur substantial counsel fees.

U. As a direct result of the conduct of the Defendant as hereinbefore and hereinafter set forth, the Plaintiffs have suffered severe damages, including but not limited to:

- a. Physical and/or emotional harm and other damages due to resultant anxiety, stress, fear and embarrassment related to their alleged obligation for this debt and the possible loss of their property through foreclosure;
- b. Economic losses associated with the preclusion of their ability to correctly cure any alleged delinquency and/or default by way of proper loss mitigation;
- c. Counsel fees and costs;
- d. Other losses as may be revealed during discovery or the trial of this case.

COUNT ONE

Common Law Negligence and Reckless Indifference

1. Plaintiffs hereby incorporate by reference all preceding paragraphs as if set forth at length herein.
2. Upon agreeing to accept the Plaintiffs' loan modification application the Defendant assumed a duty to professionally, properly and competently process and evaluate said application and all information provided in support
3. Despite this duty Defendant, through its agents, servants and employees, negligently, carelessly and/or recklessly failed to manage, service and/or maintain the Plaintiffs' account and /or otherwise engaged in unconscionable commercial practices, deception, fraud, false pretense, false promise and/or misrepresentations with regard to the processing of the Plaintiffs' application for loss mitigation via a Loan Modification.
4. Specifically, but not by way of limitation, the negligence, carelessness and recklessness of the Defendant, included the following:
 - i. Failing properly review the Loan Modifications applications as presented by the Plaintiffs, failing to analyze and use the 2019 income information which

demonstrated a positive change in financial conditions and/or circumstances from 2019, in violation of **12 CFR Section 1024**;

- ii. Failing to honor multiple promises to to analyze and use the 2019 income information which demonstrated a positive change in financial conditions and/or circumstances from 2019, in violation of **12 CFR Section 1024**;
- iii. Patently disregarding the income information as provided via the submission of the 2019 Federal Tax Returns, thereby preventing a proper review of the modification application.
- iv. Admitting its failure in using the income information as provided via the submission of the 2019 Federal Tax Returns, yet taking no corrective measures.
- v. Unilaterally placing the Plaintiffs into an unauthorized COVID-19 Forbearance Plan based on false pretenses, thereby further delaying the proper handling of the Plaintiffs' loan modification application and demonstrating complete lack of due diligence and care.
- ~~vi. Failing to properly issue in writing a denial and/or other response to the Loan~~
Modifications applications as required under **12 CFR Section 1024**, indicative of its careless and irresponsible handling of the Plaintiffs' applications thereby improperly denying the Plaintiffs loss mitigation to which they were entitled, and/or otherwise failing to perform as promised and as required under the law when they knew or should have known that such failure would result in the Plaintiffs' being left in a state of uncertainty regarding their alleged rights, duties and obligations on this alleged debt, and their ability to mitigate their obligation and avoid foreclosure;
- vii. Failing to respond as required under **12 CFR Section 1024** per their duties of professional due diligence, to Plaintiffs' Loan Modification applications and Notices of Error, thereby directly prohibiting and interfering with the ability of the Plaintiffs to address and correct errors associated with the denials, prejudicing the right of the Plaintiff to loss mitigation and the ability to cure their alleged delinquency.
- viii. Failing to render loss mitigation assistance and continuity of contact as represented, promised and agreed and as required under **12 CFR Section 1024** thereby directly prohibiting and interfering with the ability of the Plaintiffs to address and correct

errors associated with the denials, prejudicing the right of the Plaintiff to loss mitigation and the ability to cure their alleged delinquency.

ix. Being otherwise negligent under the circumstances.

5. As a direct result of the conduct of the Defendant as hereinbefore and hereinafter set forth, the Plaintiffs have suffered severe damages, including but not limited to:

- a. Physical and/or emotional harm and other damages due to resultant anxiety, stress, fear and embarrassment related to their alleged obligation for this debt;
- b. Economic losses associated with the preclusion of their ability to correctly cure any alleged delinquency and/or default by way of proper loss mitigation;
- c. Counsel fees and costs;
- d. Other losses as may be revealed during discovery or the trial of this case.

6. As a direct and proximate result of the aforesaid, the Plaintiffs were:

- a. Denied the right to engage in proper loss mitigation review as contracted and agreed upon and as was their right under common and statutory law
- b. Exposed unnecessarily to additional monetary claims and obligations, including interest, late fees and other penalties;
- c. Left in a state of uncertainty regarding their alleged rights, duties and obligations on this alleged debt,
- d. Prevented or interfered with their right to accurately cure any alleged debt;
- e. Forced to endure stress, anxiety and substantial counsel fees.

WHEREFORE, the Plaintiffs demand judgment against Defendant for damages, interests and costs of suit including:

- a. Punitive and/or treble damages;
- b. Damages as permitted by statute and common law;
- c. Counsel fees;
- d. All other relief this Court deems necessary and just.

COUNT TWO

Breach of Contract and Breach of Good Faith and Fair Dealing

7. The Plaintiffs incorporate herein by reference all preceding paragraphs as if fully set forth herein.
8. In New Jersey a breach of contract action involves (1) the existence of a contract, (2) a breach of a duty imposed by the contract, and (3) damages.
9. At all times relevant and material hereto Defendant had contracted, promised, agreed and represented that it would service Plaintiff's Loan diligently and in accordance with the law, and/or otherwise not take any action which would harm the Plaintiff and his rights, including but not limited to his right to attempt at loss mitigation and to maintain the cure of their loan so as to avoid the consequences of default.
10. Additionally Defendant had a contractual duty to act responsibly with respect to the servicing of the Plaintiffs' loan and to assist in the loss mitigation process, which they have consistently failed to due by failing to perform as required under **12 CFR Section 1024** and as required under their promises and agreements and/or pursuant to their obligations of good faith and fair dealing.
11. Additionally Defendant had a duty to act complicit in the loss mitigation process, which they have consistently failed to due by failing to maintain continuity of contact as required under **12 CFR Sec. 1024.40** and as required under their promises and agreements and/or pursuant to their obligations of good faith and fair dealing.
12. Specifically, but not by way of limitation, in violation of their specific agreement, representations and promises to afford the Plaintiffs professional and competent due diligence and services in the review of submitted Loan Modification applications and to otherwise act in good faith and fairness, Defendant:
 - a. Failed to properly review the Loan Modifications applications as presented by the Plaintiffs, failing to analyze and use the 2019 income information which demonstrated a positive change in financial conditions and/or circumstances from 2019, in violation of **12 CFR Section 1024**;

- b. Failed to honor multiple promises to to analyze and use the 2019 income information which demonstrated a positive change in financial conditions and/or circumstances from 2019, in violation of **12 CFR Section 1024**;
- c. Patently disregarded the income information as provided via the submission of the 2019 Federal Tax Returns, thereby preventing a proper review of the modification application.
- d. Admitted its failure in using the income information as provided via the submission of the 2019 Federal Tax Returns, yet took no corrective measures.
- e. Unilaterally placed the Plaintiffs into an unauthorized COVID-19 Forbearance Plan based on false pretenses, thereby further delaying the proper handling of the Plaintiffs' loan modification application and demonstrating complete lack of due diligence and care.
- f. Failed to properly issue in writing a denial and/or other response to the Loan Modifications applications as required under **12 CFR Section 1024**, indicative of its careless and irresponsible handling of the Plaintiffs' applications thereby improperly denying the Plaintiffs loss mitigation to which they were entitled, and/or otherwise failing to perform as promised and as required under the law when they knew or should have known that such failure would result in the Plaintiffs' being left in a state of uncertainty regarding their alleged rights, duties and obligations on this alleged debt, and their ability to mitigate their obligation and avoid foreclosure;
- g. Failed to respond as required under **12 CFR Section 1024** per their duties of professional due diligence, to Plaintiffs' Loan Modification applications and Notices of Error, thereby directly prohibiting and interfering with the ability of the Plaintiffs to address and correct errors associated with the denials, prejudicing the right of the Plaintiff to loss mitigation and the ability to cure their alleged delinquency.
- h. Failed to render loss mitigation assistance and continuity of contact as represented, promised and agreed and as required under **12 CFR Section 1024** thereby directly prohibiting and interfering with the ability of the Plaintiffs to address and correct errors associated with the denials, prejudicing the right of the Plaintiff to loss mitigation and the ability to cure their alleged delinquency.

- a. Denied the right to engage in loss mitigation as contracted and agreed upon and as was their right under common and statutory law
- b. Exposed unnecessarily to additional monetary claims and obligations, including interest, late fees and other penalties;
- c. Left in a state of uncertainty regarding their alleged rights, duties and obligations on this alleged debt,
- d. Prevented or interfered with their right to accurately cure any alleged debt;
- e. Forced to endure stress, anxiety and substantial counsel fees.

14. As a direct and proximate result of Defendant's breach of contract and violation of the covenant of good faith and fair dealing, the Plaintiffs have suffered substantial damages.

WHEREFORE, the Plaintiffs demand judgment against Defendants for damages, interests and costs of suit including: _____

- a. Punitive and/or treble damages;
- b. Damages as permitted by statute and common law;
- c. Counsel fees;
- d. All other relief this Court deems necessary and just.

COUNT THREE

**Common Law Fraud and/or Violation of the
New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq.**

15. Plaintiffs hereby incorporate herein by reference all preceding paragraphs as if set forth at length.

16. At all times relevant and material hereto the Plaintiffs were consumers of the Defendant's goods and services and as such the conduct of the Defendants and the transaction were governed by the **New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq.**

17. At all times relevant and material hereto the Defendant did violate **the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq.** by engaging in deceptive and fraudulent

practices. Specifically, but not by way of limitation, Defendant did deceptively represent that the Plaintiffs' loan would be serviced in good faith and in a professional and competent manner in accordance with the law – including but not limited to the assistance with and timely processing of a loss mitigation application.

18. To the contrary, the Defendant demonstrated a lack of regard for the law and their contractual obligations of good faith and fair dealing by not assisting in, timely processing, following up on, answering, responding to and deciding upon Plaintiff's loss mitigation application as promised and agreed upon and in accordance with common and statutory law, including but not limited to **12 CFR Sec. 1024**.
19. With reckless indifference to the interests of the Plaintiff and motivated purely out of concern for their own self-interests, Defendant:
 - i. Failed to properly review the Loan Modifications applications as presented by the Plaintiffs, failing to analyze and use the 2019 income information which demonstrated a positive change in financial conditions and/or circumstances from 2019; in violation of **12 CFR Section 1024**;
 - ii. Failed to honor multiple promises to to analyze and use the 2019 income information which demonstrated a positive change in financial conditions and/or circumstances from 2019, in violation of **12 CFR Section 1024**;
 - iii. Patently disregarded the income information as provided via the submission of the 2019 Federal Tax Returns, thereby preventing a proper review of the modification application.
 - iv. Admitted its failure in using the income information as provided via the submission of the 2019 Federal Tax Returns, yet took no corrective measures.
 - v. Unilaterally placed the Plaintiffs into an unauthorized COVID-19 Forbearance Plan based on false pretenses, thereby further delaying the proper handling of the Plaintiffs' loan modification application and demonstrating complete lack of due diligence and care.
 - vi. Failed to properly issue in writing a denial and/or other response to the Loan Modifications applications as required under **12 CFR Section 1024**, indicative of its careless and irresponsible handling of the Plaintiffs' applications thereby improperly denying the Plaintiffs loss mitigation to which they were entitled,

and/or otherwise failing to perform as promised and as required under the law when they knew or should have known that such failure would result in the Plaintiffs' being left in a state of uncertainty regarding their alleged rights, duties and obligations on this alleged debt, and their ability to mitigate their obligation and avoid foreclosure;

- vii. Failed to respond as required under **12 CFR Section 1024** per their duties of professional due diligence, to Plaintiffs' Loan Modification applications and Notices of Error, thereby directly prohibiting and interfering with the ability of the Plaintiffs to address and correct errors associated with the denials, prejudicing the right of the Plaintiff to loss mitigation and the ability to cure their alleged delinquency.
 - viii. Failed to render loss mitigation assistance and continuity of contact as represented, promised and agreed and as required under **12 CFR Section 1024** thereby directly prohibiting and interfering with the ability of the Plaintiffs to address and correct errors associated with the denials, prejudicing the right of the Plaintiff to loss mitigation and the ability to cure their alleged delinquency.
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20. Defendant's conduct was designed to frustrate the ability of the Plaintiffs to properly mitigate their loss and/or to attempt a cure of any alleged delinquency, all in order to further Defendants' own financial and pecuniary gains that could be advanced over the Plaintiff's rights.

21. As a result of Defendant's conduct the Plaintiffs were:

- a. Denied the right to engage in loss mitigation as contracted and agreed upon and as was their right under common and statutory law
- b. Exposed unnecessarily to additional monetary claims and obligations, including interest, late fees and other penalties;
- c. Left in a state of uncertainty regarding their alleged rights, duties and obligations on this alleged debt,
- d. Prevented or interfered with their right to accurately cure any alleged debt;
- e. Forced to endure stress, anxiety and substantial counsel fees.

22. The actions of the Defendant were performed in direct contradiction to its promises to provide superior and legal loan servicing, but instead were performed for their own financial self-interests, in detriment to the rights and position of the Plaintiff.

WHEREFORE, the Plaintiffs demand judgment against Defendant for damages, interests and costs of suit including:

- a. Punitive and/or treble damages;
- b. Damages as permitted by statute and common law;
- c. Counsel fees;
- d. All other relief this Court deems necessary and just.

COUNT FOUR

Violations of the Truth-in-Lending Act and Real Estate Settlement and Procedures Act

23. Plaintiffs hereby incorporate by reference all preceding paragraphs as if set forth at length herein.
24. In January 2013, the Consumer Financial Protection Bureau issued a number of final rules concerning mortgage markets in the United States, pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act (DFA), Public Law No. 111-203, 124 Stat. 1376 (2010).
25. Specifically, on January 17, 2013, the CFPB issued the Real Estate Settlement Procedures Act (Regulation X) and the Truth in Lending Act (Regulation Z) Mortgage Servicing Final Rules, 78 FR 10901 (Regulation Z)(February 14, 2013) and 78 FR 10695 (Regulation X)(February 14, 2013). These Regulations became effective on January 10, 2014.
26. The residential mortgage loan in this case is a "federally related mortgage loan" as that term is defined by Regulation 1024.2 (b) of the said Regulations.
27. The Defendants in this case are subject to the said Regulations and do not qualify for any of the exceptions noted in the said Regulations for "small servicers." Neither are Defendants a "qualified lender," as defined in 12 CFR 617.7000.

28. The Plaintiffs allege that the herein described conduct of the Defendants indicate a pattern and practice of failures to comply with loss mitigation rules, specifically with respect to the following: **12 CFR Section 1024** dealing with Loss Mitigation Procedures, as hereinbefore described, in that Defendants:

- i. Failed properly review the Loan Modifications applications as presented by the Plaintiffs, failing to recognize the change in financial conditions and/or circumstances from prior applications submitted in 2018, in violation of **12 CFR Section 1024**;
- ii. Failed to properly issue in writing a denial and/or other response to the Loan Modifications applications as required under **12 CFR Section 1024**, indicative of its careless and irresponsible handling of the Plaintiffs' applications thereby improperly denying the Plaintiffs loss mitigation to which they were entitled, and/or otherwise failing to perform as promised and as required under the law when they knew or should have known that such failure would result in the Plaintiffs' being left in a state of uncertainty regarding their alleged rights, duties and obligations on this alleged debt, and their ability to mitigate their obligation and avoid foreclosure;
- iii. Failed to respond as required under **12 CFR Section 1024** per their duties of professional due diligence, to Plaintiffs' Loan Modification applications and Notices of Error, thereby directly prohibiting and interfering with the ability of the Plaintiffs to address and correct errors associated with the denials, prejudicing the right of the Plaintiff to loss mitigation and the ability to cure their alleged delinquency.
- iv. Failed to list all the programs the borrower was eligible to be reviewed for and the results of each review as required under **12 CFR Sections 1024.41(c)(i) and 1024(d)** which mandated that if a borrower's complete loss mitigation application is denied for any trial or permanent loan modification option available to the borrower, a servicer shall state in the denial notice sent to the borrower pursuant to **Sec 1024.41(c)(1)(ii)** the specific reason or reasons for the servicer's determination for each such trial or permanent loan modification option and, if applicable, that the borrower was not evaluated on other criteria.
- v. Failed to render loss mitigation assistance and continuity of contact as represented, promised and agreed and as required under **12 CFR Section 1024** thereby directly

prohibiting and interfering with the ability of the Plaintiffs to address and correct errors associated with the denials, prejudicing the right of the Plaintiff to loss mitigation and the ability to cure their alleged delinquency.

29. The Plaintiffs also allege that the conduct of the Defendant indicated a pattern and practice of failures to comply with loss mitigation rules, specifically with respect to the following:

12 CFR Sec. 1024.40: Continuity of Contact with delinquent borrowers.

30. As a result of Defendant's conduct the Plaintiffs were:

- a. Denied the right to engage in loss mitigation as contracted and agreed upon and as was their right under common and statutory law
- b. Exposed unnecessarily to additional monetary claims and obligations, including interest, late fees and other penalties;
- c. Left in a state of uncertainty regarding their alleged rights, duties and obligations on this alleged debt,
- ~~d. Prevented or interfered with their right to accurately cure any alleged debt;~~
- e. Forced to endure stress, anxiety and substantial counsel fees.

WHEREFORE, the Plaintiff demands judgment against Defendants for damages, interests and costs of suit including:

- a. Punitive and/or treble damages;
- b. Damages as permitted by statute and common law;
- c. Counsel fees;
- d. All other relief this Court deems necessary and just.



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Fax (856) 282-1090
Attorney for Plaintiffs

CERTIFICATION OF COUNSEL

Per R. 4:5-1, I certify that the matter in controversy is not the subject of any other court action or arbitration proceeding, now pending or contemplated, and that no other parties should be joined in this action. A foreclosure action was commenced against the Plaintiff in the Superior Court of New Jersey WELLS FARGO BANK, N.A. v. ANDREW L. COLES and ELIZABETH COLES, Docket number F-001684-19 in Ocean County, Chancery Division. This action is still pending – however the within issues are distinct and give rise to a separate cause of action.

Per R. 1:38-7, I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

Date: July 23, 2020



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Phone (800) 219-0939
Fax (856) 282-1090
Attorney for Plaintiffs

EXHIBIT

A

Home Preservation Team
 MAC P6050-018
 PO Box 4149
 Portland, OR 97208-4149

**WELLS
 FARGO**

February 25, 2020

ANDREW L COLES
 ATTN: KEAVENEY LEGAL GROUP, LLC
 1000 MAPLEWOOD DR STE 202
 MAPLE SHADE, NJ 08052

Account Information

Online:	www.wellsfargo.com/ym
Fax:	1-866-593-3578
Telephone:	1-800-524-5786
Correspondence:	P.O. Box 10335 Des Moines, IA 50306
Hours of Operation:	Mon. – Fri., 7:00 a.m. – 7:00 p.m. Sat., 8:00 a.m. – 5:00 p.m. CST
Loan number:	XXX-XXX-XXX8821-XXXX
Property address:	472 CASSVILLE RD JACKSON, NJ 08527

Subject: Your request for assistance

Dear ANDREW L COLES:

We've completed our review of your request, and we want to share information about it with you. We understand that this may be a difficult time. Using the information you provided, we considered the assistance programs that are available. You'll find the result of our review below.

You're eligible to participate in a short sale. This may be a different outcome than the one you requested. Please contact us so that we can help you understand the possible benefit of a short sale.

We had reviewed your loan for other assistance options before we determined that you were eligible for a short sale. You can find out more about that review in the Other Assistance Options Results section below.

A short sale allows you to sell the property at a price that's less than the total outstanding balance. What this means for you:

- You may be able to sell the home for less than the outstanding balance on the mortgage.
- You may be able to avoid foreclosure.
- You may be released from liability for the remaining primary mortgage balance.

Be sure to speak with your tax and legal advisors about the implications of a short sale.

If you're interested in participating in a short sale, contact us within 14 days from the date of this letter.

Call us at 1-866-970-7821.

Or, you may also sign, date, and return the attached form.

Mail:

Wells Fargo Home Equity
 1000 Blue Gentian Road
 Suite 300 MAC X9999-01N
 Eagan, MN 55121
 Fax: 1-866-834-7648

What happens next if you choose a short sale

- We'll provide you with a 45-day marketing period, as of the date of this letter. Use this time to market the property for sale and to receive an offer from a buyer, if you haven't already received one.
- You'll want to contact a real estate agent to list the property for sale, if it's not currently listed.
- If your loan is past due, we'll stop any foreclosure proceedings from occurring during the 45-day marketing period.
- We'll assign a Wells Fargo representative who specializes in short sales. They will work closely with you and your real estate agent to keep you informed.

You can instead choose to transfer ownership of the home to Wells Fargo. This is called a deed in lieu of foreclosure. Contact us for more information.

Other assistance options results

These are the other assistance options we reviewed for you.

Here's what we found

We used the information you provided to determine if the loan qualifies for assistance. Here is the result of that review.

Program name:

Proprietary Step Rate Modification

Program description:

A proprietary step-rate modification is a home preservation product that modifies the original loan terms to temporarily lower the monthly payment over a specified period of time. If the modification of the loan terms include reduction of the interest rate, the rate will gradually increase over a specified period of time.

At this time, you do not meet the requirements of this program because:

- Based on the documentation you provided, we are unable to create an affordable mortgage payment that still meets the requirements of the program. We reached this decision by reviewing your monthly gross income, which is calculated as \$1,266.17, along with reviewing the other information you provided. Your gross monthly income is your income before taxes and other deductions.

Once we determined that you did not meet the requirements for a particular program, we did not continue to evaluate that program based on other criteria related to your loan type or information you may have supplied. Instead we moved to evaluate you for the next available program based on your information and the qualifications associated with your loan.

You have the right to appeal this decision

Please understand that we need to receive the documentation listed in this letter to review you for assistance options.

If you believe that our decision on your eligibility for assistance is incorrect, you can appeal by 3/16/2020. You can follow the instructions outlined in the enclosed Appeal Request Form.

We're here for you

If you have any questions about the information in this letter please call me at the phone number listed below.

Sincerely,

Sironda Chambers
1-877-859-1860 ext. 1335522441
Home Preservation Specialist
Wells Fargo Home Equity

Enclosure: Appeal Request Form

Contact us

If you'd like to request information, notify us of an error, or share any concerns you may have about the servicing of this account, please contact us at P.O. Box 10335, Des Moines, IA 50306. Please include the account number with all correspondence.

Get free counseling to help manage expenses and avoid foreclosure.

Reach out to a local HUD-approved, non-profit housing counseling agency if you're struggling to keep up with monthly expenses, or want help to avoid foreclosure. At no cost, a counselor will work closely with you, providing the information and assistance you need. To find an agency near you, go to www.hud.gov/offices/hsg/sfh/hcc/fo or www.oregonhomeownersupport.gov. Or call 211 or 1-800-569-4287 (TDD 1-800-877-8339).

Be sure you avoid anyone who asks for a fee for counseling or a loan modification, or asks you to sign over the deed to your home, or to make your mortgage payments to anyone other than Wells Fargo Home Equity.

Where appropriate, Wells Fargo Bank, N.A. is required to inform you that, as your account servicer, we are attempting to collect a debt, and any information obtained will be used for that purpose.

We may report information about your account to consumer reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20006.

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February 25, 2020



Agreement to participate in a short sale

Account Number: XXX-XXX-XXX8821-XXXX

You may call us or sign, date, and return this form

Mail: Wells Fargo Home Mortgage
1000 Blue Gentian Road
Suite 300 MAC X9999-01N
Eagan, MN 55121

Fax: 1-866-834-7648

Your next steps after you contact us

- Contact a real estate agent to list your property for sale if it is not currently listed.
- Once you've selected a real estate agent, we will need your consent to discuss the short sale with them.

I agree to participate in a short sale.

ANDREW L COLES Your signature

DATE



February 25, 2020



Appeal request form

Account Number: XXX-XXX-XXX8821-XXXX

What you need to do

If you believe our decision on your eligibility for assistance is incorrect, you can appeal by 3/16/2020. You can request an appeal by fax or mail.

By fax

Fax number:
1-877-797-0941

By mail

Return address:
Wells Fargo Home Equity
MAC P6050-018
PO Box 4149
Portland, OR 97208-4149

If you choose to submit your appeal request in writing (via fax or mail), you can either use this appeal request form or write a letter of your own that explains the reason you believe our decision is incorrect. Include any additional information or documents that may help us review your appeal. Be sure to write the loan number on all documents. We'll review your appeal request based on the information you have provided (if applicable), or on the information we already have. After we receive your appeal request, you'll receive a confirmation letter with next steps.

1. Please state which decisions you believe are incorrect and why:

2. Please enclose any additional information you may have that supports your appeal.

3. If you are disputing the property value used in our decision, please state the value you believe to be correct:

4. Provide your contact information:

Primary contact phone:

Other contact numbers:

Best days and times to reach you:

5. Fax or mail your appeal request to us as indicated at the top of the form.



KEAVENEY LEGAL GROUP, LLC
1000 MAPLEWOOD DR STE 202
MAPLE SHADE, NJ 080521931

Wells Fargo Return Mail Operations
PO Box 5169
Sioux Falls, SD 57117-5169



02/25/2020

KEAVENEY LEGAL GROUP, LLC
1000 MAPLEWOOD DR STE 202
MAPLE SHADE, NJ 08052

Subject: Urgent – Please forward enclosed documents to your client(s)
Loan number:
Client(s): ANDREW L COLES
Property address: 472 CASSVILLE RD
JACKSON, NJ 08527

Dear KEAVENEY LEGAL GROUP, LLC:

Enclosed is an important document(s) for your above client(s). You are receiving this because your client has requested that you receive all information. This document(s) may provide your client(s) with time-sensitive information about the loan referenced above. Please forward the enclosed document(s) to your client(s) as soon as possible.

Thank you for your prompt attention to this matter. If you have any questions or need additional assistance, please refer to our contact information within the enclosed document.

Wells Fargo Bank, N.A.

Enclosure

EXHIBIT

B



James P. Keaveney, Attorney At Law Admitted NJ Bar
Warren Levy, Attorney At Law Admitted PA and NJ Bar
Thomas Masciocchi, Attorney At Law Admitted PA and NJ Bar
Frank J. Keenan, Attorney At Law Admitted NJ Bar

March 3, 2020

Wells Fargo Home Equity
 MAC P6050-018
 P.O. Box 4149
 Portland, OR 97208-4149

In the Matter of:

Andrew L. Coles
 Elizabeth Coles
 Property: 472 Cassville Road, Jackson, NJ 08527
 Mortgage Loan No.:

Re: Appeal to Denial dated 2/25/2020

Dear Sir or Madam:

Please consider this letter to constitute an appeal to the denial letter dated 2/25/2020 (attached here as Exhibit A). Specifically, you failed to correctly review the borrower for a loan modification as you calculated the income incorrectly. According to the denial letter, you calculated the borrower's monthly gross income as \$1266.17, which is incorrect. As per the Profit/Loss statements for the accumulative period of 1/1/2019 – 11/30/2019 submitted to your office on 12/18/2019 (attached here as Exhibit B), the borrower's average gross monthly income should have been calculated as \$8161.14. This figure was calculated as follows:

Net Proceeds of each Profit/Loss divided by 11 Months:

$\$2000 + \$20,480 + \$34,604 + \$13,135.50 + \$19,553 = \$89,772.50 / 11 \text{ months} = \$8161.14 \text{ average per month.}$

Therefore, Wells Fargo MUST reconsider the loan modification application and offer any workout option to the borrower in which they are approved.

Please correct all of these errors and provide us with notification of the correction, the date of the correction, and contact information for further assistance; or, after conducting a reasonable investigation, provide us with a notification that includes a statement that the servicer has determined that no error occurred, a statement of the reason or reasons for this determination, a statement of the borrower's right to request documents relied upon by the servicer in reaching its determination, information regarding how the borrower can request such documents, and contact information for further assistance.

Please direct your response(s) for this Request to: Keaveney Legal Group, LLC
 1000 Maplewood Dr., Suite 202
 Maple Shade, NJ 08052-1931

Regards,

Thomas Masciocchi, Esquire

TM: KEG
 Enclosure

New Jersey Office: 1000 Maplewood Drive, Suite 202, Maple Shade, NJ 08052
Phone: 800-219-0939 Fax: 856-282-1090

*Pennsylvania Office: 1650 Market Street, Suite 3600, Philadelphia, PA 19103 **
Phone: 800-219-0931 Fax: 215-995-6773

** By appointment only*

www.KeaveneyLegalGroup.com

Protecting Homeowners Rights in Foreclosure Defense and Bankruptcy

February 25, 2020



Appeal request form

Account Number: XXX-XXX-XXX8821-XXXX

What you need to do

If you believe our decision on your eligibility for assistance is incorrect, you can appeal by 3/16/2020. You can request an appeal by fax or mail.

By fax

Fax number:
1-877-797-0941

By mail

Return address:
Wells Fargo Home Equity
MAC P6050-018
PO Box 4149
Portland, OR 97208-4149

If you choose to submit your appeal request in writing (via fax or mail), you can either use this appeal request form or write a letter of your own that explains the reason you believe our decision is incorrect. Include any additional information or documents that may help us review your appeal. Be sure to write the loan number on all documents. We'll review your appeal request based on the information you have provided (if applicable), or on the information we already have. After we receive your appeal request, you'll receive a confirmation letter with next steps.

1. Please state which decisions you believe are incorrect and why:

See attached Letter

2. Please enclose any additional information you may have that supports your appeal.

3. If you are disputing the property value used in our decision, please state the value you believe to be correct:

4. Provide your contact information:

Primary contact phone:

Other contact numbers:

Best days and times to reach you:

5. Fax or mail your appeal request to us as indicated at the top of the form.



Home Preservation Team
MAC P6050-018
PO Box 4149
Portland, OR 97208-4149

Exhibit A

**WELLS
FARGO**

February 25, 2020

ANDREW L COLES
ATTN: KEAVENEY LEGAL GROUP, LLC
1000 MAPLEWOOD DR STE 202
MAPLE SHADE, NJ 08052

Account Information

Online:	www.wellsfargo.com/ym
Fax:	1-866-593-3578
Telephone:	1-800-524-5786
Correspondence:	P.O. Box 10335 Des Moines, IA 50306
Hours of Operation:	Mon. - Fri., 7:00 a.m. - 7:00 p.m. Sat., 8:00 a.m. - 5:00 p.m. CST
Loan number:	XXX-XXX-XXX8821-XXXX
Property address:	472 CASSVILLE RD JACKSON, NJ 08527

Subject: Your request for assistance

Dear ANDREW L COLES:

We've completed our review of your request, and we want to share information about it with you. We understand that this may be a difficult time. Using the information you provided, we considered the assistance programs that are available. You'll find the result of our review below.

You're eligible to participate in a short sale. This may be a different outcome than the one you requested. Please contact us so that we can help you understand the possible benefit of a short sale.

We had reviewed your loan for other assistance options before we determined that you were eligible for a short sale. You can find out more about that review in the Other Assistance Options Results section below.

A short sale allows you to sell the property at a price that's less than the total outstanding balance. What this means for you:

- You may be able to sell the home for less than the outstanding balance on the mortgage.
- You may be able to avoid foreclosure.
- You may be released from liability for the remaining primary mortgage balance.

Be sure to speak with your tax and legal advisors about the implications of a short sale.

If you're interested in participating in a short sale, contact us within 14 days from the date of this letter.

Call us at 1-866-970-7821.

Or, you may also sign, date, and return the attached form.

Mail:

Wells Fargo Home Equity
1000 Blue Gentian Road
Suite 300 MAC X9999-01N
Eagan, MN 55121
Fax: 1-866-834-7648

What happens next if you choose a short sale

- We'll provide you with a 45-day marketing period, as of the date of this letter. Use this time to market the property for sale and to receive an offer from a buyer, if you haven't already received one.
- You'll want to contact a real estate agent to list the property for sale, if it's not currently listed.
- If your loan is past due, we'll stop any foreclosure proceedings from occurring during the 45-day marketing period.
- We'll assign a Wells Fargo representative who specializes in short sales. They will work closely with you and your real estate agent to keep you informed.

You can instead choose to transfer ownership of the home to Wells Fargo. This is called a deed in lieu of foreclosure. Contact us for more information.

Other assistance options results

These are the other assistance options we reviewed for you.

Here's what we found

We used the information you provided to determine if the loan qualifies for assistance. Here is the result of that review.

Program name:

Proprietary Step Rate Modification

Program description:

A proprietary step-rate modification is a home preservation product that modifies the original loan terms to temporarily lower the monthly payment over a specified period of time. If the modification of the loan terms include reduction of the interest rate, the rate will gradually increase over a specified period of time.

At this time, you do not meet the requirements of this program because:

- Based on the documentation you provided, we are unable to create an affordable mortgage payment that still meets the requirements of the program. We reached this decision by reviewing your monthly gross income, which is calculated as \$1,266.17, along with reviewing the other information you provided. Your gross monthly income is your income before taxes and other deductions.

Once we determined that you did not meet the requirements for a particular program, we did not continue to evaluate that program based on other criteria related to your loan type or information you may have supplied. Instead we moved to evaluate you for the next available program based on your information and the qualifications associated with your loan.

You have the right to appeal this decision

Please understand that we need to receive the documentation listed in this letter to review you for assistance options.

If you believe that our decision on your eligibility for assistance is incorrect, you can appeal by 3/16/2020. You can follow the instructions outlined in the enclosed Appeal Request Form.

We're here for you

If you have any questions about the information in this letter please call me at the phone number listed below.

Sincerely,

Sironda Chambers
1-877-859-1860 ext. 1335522441
Home Preservation Specialist
Wells Fargo Home Equity

Enclosure: Appeal Request Form

Contact us

If you'd like to request information, notify us of an error, or share any concerns you may have about the servicing of this account, please contact us at P.O. Box 10335, Des Moines, IA 50306. Please include the account number with all correspondence.

Get free counseling to help manage expenses and avoid foreclosure.

Reach out to a local HUD-approved, non-profit housing counseling agency if you're struggling to keep up with monthly expenses, or want help to avoid foreclosure. At no cost, a counselor will work closely with you, providing the information and assistance you need. To find an agency near you, go to www.hud.gov/offices/hsg/sfh/hcc/fc or www.oregonhomeownersupport.gov. Or call 211 or 1-800-569-4287 (TDD 1-800-877-8339).

Be sure you avoid anyone who asks for a fee for counseling or a loan modification, or asks you to sign over the deed to your home, or to make your mortgage payments to anyone other than Wells Fargo Home Equity.

Where appropriate, Wells Fargo Bank, N.A. is required to inform you that, as your account servicer, we are attempting to collect a debt, and any information obtained will be used for that purpose.

We may report information about your account to consumer reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20006.

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February 25, 2020

**WELLS
FARGO**

Agreement to participate in a short sale

Account Number: XXX-XXX-XXX8821-XXXX

You may call us or sign, date, and return this form

Mail: Wells Fargo Home Mortgage
1000 Blue Gentian Road
Suite 300 MAC X9999-01N
Eagan, MN 55121

Fax: 1-866-834-7648

Your next steps after you contact us

- Contact a real estate agent to list your property for sale if it is not currently listed.
- Once you've selected a real estate agent, we will need your consent to discuss the short sale with them.

I agree to participate in a short sale.

ANDREW L COLES Your signature

DATE



February 25, 2020



Appeal request form

Account Number: XXX-XXX-XXX8821-XXXX

What you need to do

If you believe our decision on your eligibility for assistance is incorrect, you can appeal by 3/16/2020. You can request an appeal by fax or mail.

By fax

Fax number:

1-877-797-0941

By mail

Return address:

Wells Fargo Home Equity
MAC P6050-018
PO Box 4149
Portland, OR 97208-4149

If you choose to submit your appeal request in writing (via fax or mail), you can either use this appeal request form or write a letter of your own that explains the reason you believe our decision is incorrect. Include any additional information or documents that may help us review your appeal. Be sure to write the loan number on all documents. We'll review your appeal request based on the information you have provided (if applicable), or on the information we already have. After we receive your appeal request, you'll receive a confirmation letter with next steps.

1. Please state which decisions you believe are incorrect and why:

2. Please enclose any additional information you may have that supports your appeal.

3. If you are disputing the property value used in our decision, please state the value you believe to be correct:

4. Provide your contact information:

Primary contact phone:

Other contact numbers:

Best days and times to reach you:

5. Fax or mail your appeal request to us as indicated at the top of the form.



EXHIBIT B

LOAN NUMBER

International Products and Services, LLC
472 Cassville Road
Jackson, NJ 08527
Loan Number:

To Wells Fargo Bank

Subject: Letter of Explanation re Expenses for 2019 Profit and Loss Statements


To Whom it May Concern,

The reason that there is a difference in expenses on the Profit and Loss statements for 2019 and the 2018 Tax Returns for the business are as follows:

1. Expenses in this business and in most businesses vary from quarter to quarter and year to year. The expectation that expenses should be uniform does not seem like sound reasoning. Therefore, naturally in my business, my expenses are not going to be the same for 2018 and 2019, nor will they be the same for 2019 quarter 1, 2, 3 or 4 or 2018 quarter 1, 2, 3 or 4

Regards,

Andrew Coles


12/16/19

LOAN NUMBER:

LOAN NUMBER:

SAMPLE PROFIT & LOSS STATEMENT

Any borrower(s) who is/are self-employed or an independent contractor should complete this form if they do not already have their own profit and loss form.

Company Name: Inth Products & Services Percent of Ownership 100 %

Company Address: 472 Cassville Rd Jackson NJ 08522

Type of Business: Cryogenic Consulting

Borrower Name(s): _____

Loan Number: _____

Dates Reported (MM/DD/YY - MM/DD/YY) 01/01/19 - 05/31/19
(Must be minimum of 3 full months)

Please fill in the fields that apply to your business

GROSS INCOME	
Gross Sales (Total amount of income from sales or service before subtracting expenses)	\$ <u>3000-</u>
Other Income (Any other additional funds earned through the company such as payments from people leasing space or payments from investors)	\$ _____
Total GROSS INCOME BEFORE TAXES	\$ _____

EXPENSES	
Cost of Goods Sold (Direct costs to produce or obtain the goods sold by the company)	\$ _____
Accounting and Legal Fees	\$ <u>500</u>
Advertising	\$ _____
Insurance (Do <u>not</u> include homeowner insurance)	\$ _____
Maintenance and Repairs	\$ _____
Supplies	\$ _____
Payroll Expenses (Salaries and wages for borrower(s) on the mortgage loan)	\$ _____
Payroll Expenses (Salaries and wages for employees who are not borrower(s) on the mortgage loan)	\$ _____
Postage	\$ _____

LOAN NUMBER:

(Over, please)

LOAN NUMBER:

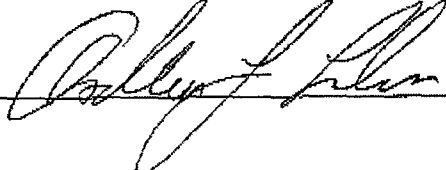
SAMPLE PROFIT & LOSS STATEMENT*Please fill in the fields that apply to your business*

Rent	\$
Licenses	\$
Taxes (Do <u>not</u> include Real Estate taxes on the property; do <u>not</u> include Income Taxes on the business - include the total of any other taxes that you have to pay for the business)	\$
Telephone	\$ 500
Travel/Transportation	\$
Utilities	\$
Other (Total and explanation of any other expenses not already listed)	\$
Total EXPENSES	\$ 1000 -

NET INCOME	
Net Income Before Taxes	\$ 2000
Taxes (Paid on Business Income)	\$
Total NET INCOME AFTER TAXES	\$

By signing this document, I/we certify that all the information is truthful. I/we understand that knowingly submitting false information may constitute fraud.

Borrower Name(s) Andrew L Coles

Signature  Date 12/16/19

Signature _____ Date _____

LOAN NUMBER:

LOAN NUMBER:

SAMPLE PROFIT & LOSS STATEMENT

Any borrower(s) who is/are self-employed or an independent contractor should complete this form if they do not already have their own profit and loss form.

Company Name: Int'l Product Services Percent of Ownership 100 %

Company Address: 472 Cassville Rd Jackson NJ 08527

Type of Business: Cryogenic Consulting

Borrower Name(s): _____

Loan Number: _____

Dates Reported (MM/DD/YY - MM/DD/YY) 06/01/14 - 08/31/19
(Must be minimum of 3 full months)

Please fill in the fields that apply to your business

Business currently has
50,000 receivables due 11/15/19

GROSS INCOME	
Gross Sales (Total amount of income from sales or service before subtracting expenses)	\$ 22,000.00
Other Income (Any other additional funds earned through the company such as payments from people leasing space or payments from investors)	\$
Total GROSS INCOME BEFORE TAXES	\$

EXPENSES	
Cost of Goods Sold (Direct costs to produce or obtain the goods sold by the company)	\$
Accounting and Legal Fees	\$ 1000
Advertising	\$
Insurance (Do not include homeowner insurance)	\$
Maintenance and Repairs	\$
Supplies	\$ 100
Payroll Expenses (Salaries and wages for borrower(s) on the mortgage loan)	\$
Payroll Expenses (Salaries and wages for employees who are not borrower(s) on the mortgage loan)	\$
Postage	\$ 20

(Check, please)

LOAN NUMBER:

LOAN NUMBER:

SAMPLE PROFIT & LOSS STATEMENT

Please fill in the fields that apply to your business

Rent	\$
Licenses	\$
Taxes (Do not include Real Estate taxes on the property; do not include income Taxes on the business - include the total of any other taxes that you have to pay for the business)	\$
Telephone	\$ 100
Travel/Transportation	\$
Utilities	\$ 300
Other (Total and explanation of any other expenses not already listed)	\$
Total EXPENSES	\$ 1520.00

NET INCOME	
Net Income Before Taxes	\$ 20,480.00
Taxes (Paid on Business Income)	\$
Total NET INCOME AFTER TAXES	\$

By signing this document, I/we certify that all the information is truthful I/we understand that knowingly submitting false information may constitute fraud.

Borrower Name(s) Andrew Coles Elizabeth Coles

Signature [Signature] Date 09/16/19

Signature [Signature] Date 09/16/19

39932 01, 1217

LOAN NUMBER:

LOAN NUMBER:

SAMPLE PROFIT & LOSS STATEMENT

Any borrower(s) who is/are self-employed or an independent contractor should complete this form if they do not already have their own profit and loss form.

Company Name: International Products ^{Llc} Services Percent of Ownership 100 %

Company Address: 472 Cassille Rd Jackson MS 39207

Type of Business: Consulting Cryogenics

Borrower Name(s): Andrew Coles Elizabeth Coles

Loan Number: _____

Dates Reported (MM/DD/YY - MM/DD/YY) 09/1/19 09/31/19
(Must be minimum of 3 full months)

Please fill in the fields that apply to your business

GROSS INCOME	
Gross Sales (Total amount of income from sales or service before subtracting expenses)	\$ <u>36,534.00</u>
Other Income (Any other additional funds earned through the company such as payments from people leasing space or payments from investors)	\$ _____
Total GROSS INCOME BEFORE TAXES	\$ _____

EXPENSES	
Cost of Goods Sold (Direct costs to produce or obtain the goods sold by the company)	\$ <u>_____</u>
Accounting and Legal Fees	\$ <u>1000-</u>
Advertising	\$ _____
Insurance (Do not include homeowner insurance)	\$ <u>150-</u>
Maintenance and Repairs	\$ _____
Supplies	\$ <u>100-</u>
Payroll Expenses (Salaries and wages for borrower(s) on the mortgage loan)	\$ _____
Payroll Expenses (Salaries and wages for employees who are not borrower(s) on the mortgage loan)	\$ _____
Postage	\$ <u>80-</u>

(Over, please)

LOAN NUMBER:

LOAN NUMBER:

SAMPLE PROFIT & LOSS STATEMENT

Please fill in the fields that apply to your business

Rent	\$
Licenses	\$
Taxes (Do not include Real Estate taxes on the property; do not include Income Taxes on the business - include the total of any other taxes that you have to pay for the business)	\$
Telephone	\$ 100-
Travel/Transportation	\$
Utilities	\$ 500-
Other (Total and explanation of any other expenses not already listed)	\$
Total EXPENSES	\$ 1930-

NET INCOME	
Net Income Before Taxes	\$ 34,604.00
Taxes (Paid on Business Income)	\$
Total NET INCOME AFTER TAXES	\$

By signing this document, I/we certify that all the information is truthful. I/we understand that knowingly submitting false information may constitute fraud.

Borrower Name(s) Andrew Coles Elizabeth Coles

Signature [Signature] Date 10/15/19

Signature [Signature] Date 10/15/19

LOAN NUMBER:

LOAN NUMBER:

SAMPLE PROFIT & LOSS STATEMENT

Any borrower(s) who is/are self-employed or an independent contractor should complete this form if they do not already have their own profit and loss form.

Company Name: International Products & Services Percent of Ownership 100 %

Company Address: 472 Cassville Rd Jackson NJ 08527

Type of Business: Cyogenic Consulting

Borrower Name(s): Andrew & Elizabeth Coles

Loan Number: _____

Dates Reported (MM/DD/YY - MM/DD/YY) 10/01/19 - 10/31/19

(Must be minimum of 3 full months)

Please fill in the fields that apply to your business

Business Has 18000
Cash on Hand & 25K Rev

GROSS INCOME	
Gross Sales (Total amount of income from sales or service before subtracting expenses)	\$ <u>42,615.50</u>
Other Income (Any other additional funds earned through the company such as payments from people leasing space or payments from investors)	\$
Total GROSS INCOME BEFORE TAXES	\$ <u>42,615.50</u>

EXPENSES	
Cost of Goods Sold (Direct costs to produce or obtain the goods sold by the company)	\$ <u>29,000 -</u>
Accounting and Legal Fees	\$
Advertising	\$
Insurance (Do not include homeowner insurance)	\$
Maintenance and Repairs	\$
Supplies	\$ <u>300 -</u>
Payroll Expenses (Salaries and wages for borrower(s) on the mortgage loan)	\$
Payroll Expenses (Salaries and wages for employees who are not borrower(s) on the mortgage loan)	\$
Postage	\$ <u>80.00</u>

(Over, please)

LOAN NUMBER:

LOAN NUMBER:

SAMPLE PROFIT & LOSS STATEMENT

Please fill in the fields that apply to your business

Rent	\$
Licenses	\$
Taxes (Do not include Real Estate taxes on the property; do not include Income Taxes on the business - include the total of any other taxes that you have to pay for the business)	\$
Telephone	\$ 100 -
Travel/Transportation	\$
Utilities	\$
Other (Total and explanation of any other expenses not already listed)	\$
Total EXPENSES	\$ 29,480 -

NET INCOME	
Net Income Before Taxes	\$ 13,135.50
Taxes (Paid on Business Income)	\$
Total NET INCOME AFTER TAXES	\$

By signing this document, I/we certify that all the information is truthful. I/we understand that knowingly submitting false information may constitute fraud.

Borrower Name(s) Andrew L Coles Elizabeth A Coles

Signature [Signature] Date 11/6/19

Signature [Signature] Date 11/6/19

LOAN NUMBER:

LOAN NUMBER:

SAMPLE PROFIT & LOSS STATEMENT

Any borrower(s) who is/are self-employed or an independent contractor should complete this form if they do not already have their own profit and loss form.

Company Name: EntL Products & Services Percent of Ownership 100 %

Company Address: 472 Cassville Rd Jackson NY 08527

Type of Business: Cryogenic Consulting

Borrower Name(s): _____

Loan Number: _____

Dates Reported (MM/DD/YY - MM/DD/YY) 11/01/19 - 11/30/19
(Must be minimum of 3 full months)

Please fill in the fields that apply to your business

GROSS INCOME	
Gross Sales (Total amount of income from sales or service before subtracting expenses)	\$ <u>22813 -</u>
Other Income (Any other additional funds earned through the company such as payments from people leasing space or payments from investors)	\$ _____
Total GROSS INCOME BEFORE TAXES	\$ _____

EXPENSES	
Cost of Goods Sold (Direct costs to produce or obtain the goods sold by the company)	\$ _____
Accounting and Legal Fees	\$ <u>1000 -</u>
Advertising	\$ _____
Insurance (Do not include homeowner insurance)	\$ <u>260 -</u>
Maintenance and Repairs	\$ <u>800 -</u>
Supplies	\$ <u>100 ✓</u>
Payroll Expenses (Salaries and wages for borrower(s) on the mortgage loan)	\$ _____
Payroll Expenses (Salaries and wages for employees who are not borrower(s) on the mortgage loan)	\$ _____
Postage	\$ <u>50</u>

LOAN NUMBER:

(Over, please)

LOAN NUMBER:

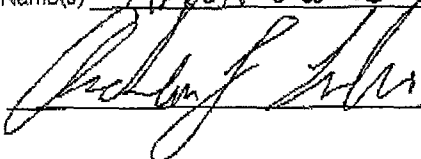
SAMPLE PROFIT & LOSS STATEMENT*Please fill in the fields that apply to your business*

Rent	\$
Licenses	\$
Taxes (Do <u>not</u> include Real Estate taxes on the property; do <u>not</u> include Income Taxes on the business - include the total of any other taxes that you have to pay for the business)	\$
Telephone	\$ 150 -
Travel/Transportation	\$ 500 -
Utilities	\$ 400 -
Other (Total and explanation of any other expenses not already listed)	\$
Total EXPENSES	\$ 3960.00

NET INCOME	
Net Income Before Taxes	\$ 19,553.00
Taxes (Paid on Business Income)	\$
Total NET INCOME AFTER TAXES	\$

By signing this document, I/we certify that all the information is truthful. I/we understand that knowingly submitting false information may constitute fraud.

Borrower Name(s) Andrew L Coles

Signature  Date 12/16/19

Signature _____ Date _____

LOAN NUMBER:

EXHIBIT

C



Wells Fargo
Return Mail Operations
PO Box 10368
Des Moines, IA 50306-0368

March 10, 2020

Q9MHAPDTL 000001 EUSHEQAPDC



ANDREW L COLES
ATTN: KEAVENEY LEGAL GROUP, LLC 1000 MAPLEWOOD DR
MAPLE SHADE, NJ 08052

Contact Information

Fax: 1-866-359-7363

Telephone: 1-877-859-1860

Ext: 1335522441

Correspondence: PO Box 10335
Des Moines, IA 50306

Hours of Operation: Monday - Friday
7:00 a.m. - 7:00 p.m.
and Saturday
8:00 a.m. - 5:00 p.m.
Central Time

Subject: Decision on your loan modification
Home Equity account number ending in: xxxxxxxx88211998

Dear ANDREW L COLES:

In response to your appeal request, we reviewed the decision that was made about your mortgage.

Here's what we found

After carefully reviewing the information we currently have, we have determined that you still do not meet the requirements for a loan modification but you are still approved to participate in a short sale. If you are interested in participating in a short sale contact us within 14 days from the date of this letter.

We're here to help you

Please call me at 1-877-859-1860 Ext: 1335522441 should you have any questions. If you have questions about the information in this letter, or if you have difficulty reaching me, please contact Wells Fargo at 1-866-319-0855 Monday through Friday, 7:00 a.m. to 7:00 p.m., and Saturday, 8:00 a.m. to 5:00 p.m. Central Time. For customers with hearing or speech disabilities, we accept telecommunications relay service calls.

Sincerely,

Sironda Chambers
Home Preservation Specialist
Wells Fargo Home Equity
1-877-859-1860 Ext: 1335522441
Fax: 1-866-359-7363

Contact us

If you'd like to request information, notify us of an error, or share any concerns you may have about the servicing of this account, please contact us at P.O. Box 10335, Des Moines, IA 50306. Please include the account number with all correspondence.

The Servicemembers Civil Relief Act (SCRA) may offer protection or relief to members of the military, their spouses, partners, and dependents. If you have been called to active military service, or are the spouse, partner in civil union, domestic partner, or financial dependent of a person who has been called to active military service, and you haven't yet made us aware of your status, please contact us as indicated below:

- Wells Fargo Home Equity military customer: Call 1-866-439-3557 or fax your Active Military Service

Documentation to 1-877-658-4585, attention SCRA.

In addition, please be aware that prior to seeking a refinance of your existing mortgage loan, you should consult with your legal advisor regarding the potential loss of any benefits you are entitled to under the Servicemembers Civil Relief Act or applicable state law.

Get free counseling to help manage expenses and avoid foreclosure.

Reach out to a local HUD-approved, non-profit housing counseling agency if you're struggling to keep up with monthly expenses, or want help to avoid foreclosure. At no cost, a counselor will work closely with you, providing the information and assistance you need. To find an agency near you, go to www.hud.gov/offices/hsg/sfh/hcc/fc. Or call 1-800-569-4287 (TDD 1-800-877-8339).

Be sure you avoid anyone who asks for a fee for counseling or a loan modification, or asks you to sign over the deed to your home, or to make your mortgage payments to anyone other than Wells Fargo Bank, N.A.

Where appropriate, Wells Fargo Bank, N.A. is required to inform you that, as your account servicer, we are attempting to collect a debt and any information obtained will be used for that purpose.

We may report information about your account to consumer reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. Completed short sales and deeds in lieu of foreclosure, sometimes referred to as Mortgage Release, may be reported to the consumer reporting agencies as paid-in-full for less than the balance.

If you reside in the state of New York and if you believe the loss mitigation request has been wrongly denied, you may file a complaint with the New York State Department of Financial Services at 1-800-342-3736 or www.dfs.ny.gov.

If you reside in the state of Hawaii and if you believe the loss mitigation request has been wrongly denied, you may file a complaint with the Hawaii State Division of Financial Institutions at 1-808-586-2820 or <http://cca.hawaii.gov/dfi/>.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20006.

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09/HAPDTL 000001 NNNNNNNNNN NNN NNN 002 002 000087 21580263

EXHIBIT

D



James P. Keaveney, Attorney At Law Admitted NJ Bar
Warren Levy, Attorney At Law Admitted PA and NJ Bar
Thomas Masciocchi, Attorney At Law Admitted PA and NJ Bar
Frank J. Keenan, Attorney At Law Admitted NJ Bar

March 27, 2020

Wells Fargo
Attn: Notice of Error & Request for Information
P.O. Box 10335
Des Moines, IA 50306

In the Matter of:

Elizabeth Coles
Andrew L. Coles
Court No: F 001684 19
File Date: 1/24/2019
Property: 472 Cassville Road, Jackson, NJ 08527
Mortgage Loan No.:

Re: Notice of Error under 12 CFR Section 1024.35

Dear Sir or Madam:

Please consider this letter to constitute a Notice of Error under 12 CFR Section 1024.35 of Regulation X of the Mortgage Servicing Act under RESPA, which Regulation became effective on January 10, 2014. These amendments implemented the Dodd-Frank Wall Street Reform and Consumer Protection Act provisions regarding mortgage loan servicing. Under these amendments, you must acknowledge receipt of this Notice within five (5) days thereof (excluding legal public holidays, Saturdays and Sundays) and must advise us of your responses to this notice within thirty (30) days of receipt thereof (excluding legal public holidays, Saturday and Sunday).

Specifically, you failed to provide a valid response to our Appeal Letter dated 3.3.20 (attached here as Exhibit A). Our appeal specifically addresses the issues pertaining to the income figures used for the modification review and the fact that they were grossly understated on the denial letter. We also provided supporting documentation as evidence to our arguments along with a breakdown of how we reached our income figure determination. Your response to our appeal dated 3/10/2020 (attached as Exhibit B) does not specifically address ANY of the borrower's concerns nor does it state how your office determined this incorrect income figure and how you plan to correct your error.

Please correct all of these errors and provide us with notification of the correction, the date of the correction, and contact information for further assistance; or, after conducting a reasonable investigation, provide us with a notification that includes a statement that the servicer has determined that no error occurred, a statement of the reason or reasons for this determination, a statement of the borrower's right to request documents relied upon by the servicer in reaching its determination, information regarding how the borrower can request such documents, and contact information for further assistance.

Please be advised that for 60 days after receipt of a Notice of Error, you may not furnish adverse information to any consumer reporting agency regarding any payment that is the subject of the Notice of Error pursuant to § 1024.35(i).

New Jersey Office: 1000 Maplewood Drive, Suite 202, Maple Shade, NJ 08052
Phone: 800-219-0939 Fax: 856-282-1090

*Pennsylvania Office: 1650 Market Street, Suite 3600, Philadelphia, PA 19103 **
Phone: 800-219-0931 Fax: 215-995-6773

** By appointment only*

www.KeaveneyLegalGroup.com

Protecting Homeowners Rights in Foreclosure Defense and Bankruptcy



James P. Keaveney, Attorney At Law Admitted NJ Bar
Warren Levy, Attorney At Law Admitted PA and NJ Bar
Joshua Humphries, Attorney At Law Admitted PA and NJ Bar
Thomas Masciocchi, Attorney At Law Admitted PA and NJ Bar

Please direct your response(s) for this Request to: Keaveney Legal Group, LLC
1000 Maplewood Dr., Suite 202
Maple Shade, NJ 08052-1931

Regards,

Thomas Masciocchi, Esquire

TM: KEG
Enclosure
cc: brian.yoder@phelanhallinan.com

New Jersey Office: 1000 Maplewood Drive, Suite 202, Maple Shade, NJ 08052
Phone: 800-219-0939 Fax: 856-282-1090

*Pennsylvania Office: 1650 Market Street, Suite 3600, Philadelphia, PA 19103 **
Phone: 800-219-0931 Fax: 215-995-6773

** By appointment only*

www.KeaveneyLegalGroup.com

Protecting Homeowners Rights in Foreclosure Defense and Bankruptcy



EXHIBIT A

James P. Keaveney, Attorney At Law Admitted NJ Bar
Warren Levy, Attorney At Law Admitted PA and NJ Bar
Thomas Masciocchi, Attorney At Law Admitted PA and NJ Bar
Frank J. Keenan, Attorney At Law Admitted NJ Bar

March 3, 2020

Wells Fargo Home Equity
MAC P6050-018
P.O. Box 4149
Portland, OR 97208-4149

In the Matter of:

Andrew L. Coles
Elizabeth Coles
Property: 472 Cassville Road, Jackson, NJ 08527
Mortgage Loan No.:

Re: Appeal to Denial dated 2/25/2020

Dear Sir or Madam:

Please consider this letter to constitute an appeal to the denial letter dated 2/25/2020 (attached here as Exhibit A). Specifically, you failed to correctly review the borrower for a loan modification as you calculated the income incorrectly. According to the denial letter, you calculated the borrower's monthly gross income as \$1266.17, which is incorrect. As per the Profit/Loss statements for the accumulative period of 1/1/2019 – 11/30/2019 submitted to your office on 12/18/2019 (attached here as Exhibit B), the borrower's average gross monthly income should have been calculated as \$8161.14. This figure was calculated as follows:

Net Proceeds of each Profit/Loss divided by 11 Months:

$\$2000 + \$20,480 + \$34,604 + \$13,135.50 + \$19,553 = \$89,772.50 / 11 \text{ months} = \$8161.14 \text{ average per month.}$

Therefore, Wells Fargo MUST reconsider the loan modification application and offer any workout option to the borrower in which they are approved.

Please correct all of these errors and provide us with notification of the correction, the date of the correction, and contact information for further assistance; or, after conducting a reasonable investigation, provide us with a notification that includes a statement that the servicer has determined that no error occurred, a statement of the reason or reasons for this determination, a statement of the borrower's right to request documents relied upon by the servicer in reaching its determination, information regarding how the borrower can request such documents, and contact information for further assistance.

Please direct your response(s) for this Request to: Keaveney Legal Group, LLC
1000 Maplewood Dr., Suite 202
Maple Shade, NJ 08052-1931

Regards,

Thomas Masciocchi, Esquire

TM: KEG
Enclosure

New Jersey Office: 1000 Maplewood Drive, Suite 202, Maple Shade, NJ 08052
Phone: 800-219-0939 Fax: 856-282-1090

*Pennsylvania Office: 1650 Market Street, Suite 3600, Philadelphia, PA 19103 **
Phone: 800-219-0931 Fax: 215-995-6773

** By appointment only*

www.KeaveneyLegalGroup.com

Protecting Homeowners Rights in Foreclosure Defense and Bankruptcy

February 25, 2020



Appeal request form

Account Number: XXX-XXX-XXX8821-XXXX

What you need to do

If you believe our decision on your eligibility for assistance is incorrect, you can appeal by 3/16/2020. You can request an appeal by fax or mail.

By fax

Fax number:
1-877-797-0941

By mail

Return address:
Wells Fargo Home Equity
MAC P6050-018
PO Box 4149
Portland, OR 97208-4149

If you choose to submit your appeal request in writing (via fax or mail), you can either use this appeal request form or write a letter of your own that explains the reason you believe our decision is incorrect. Include any additional information or documents that may help us review your appeal. Be sure to write the loan number on all documents. We'll review your appeal request based on the information you have provided (if applicable), or on the information we already have. After we receive your appeal request, you'll receive a confirmation letter with next steps.

1. Please state which decisions you believe are incorrect and why:

See attached Letter

2. Please enclose any additional information you may have that supports your appeal.

3. If you are disputing the property value used in our decision, please state the value you believe to be correct:

4. Provide your contact information:

Primary contact phone:

Other contact numbers:

Best days and times to reach you:

5. Fax or mail your appeal request to us as indicated at the top of the form.



Home Preservation Team
MAC P6050-018
PO Box 4149
Portland, OR 97208-4149

Exhibit A

**WELLS
FARGO**

February 25, 2020

ANDREW L COLES
ATTN: KEAVENEY LEGAL GROUP, LLC
1000 MAPLEWOOD DR STE 202
MAPLE SHADE, NJ 08052

Account Information

Online:	www.wellsfargo.com/ym
Fax:	1-866-593-3578
Telephone:	1-800-524-5786
Correspondence:	P.O. Box 10335 Des Moines, IA 50306
Hours of Operation:	Mon. - Fri., 7:00 a.m. - 7:00 p.m. Sat., 8:00 a.m. - 5:00 p.m. CST
Loan number:	XXX-XXX-XXX8821-XXXX
Property address:	472 CASSVILLE RD JACKSON, NJ 08527

Subject: Your request for assistance

Dear ANDREW L COLES:

We've completed our review of your request, and we want to share information about it with you. We understand that this may be a difficult time. Using the information you provided, we considered the assistance programs that are available. You'll find the result of our review below.

You're eligible to participate in a short sale. This may be a different outcome than the one you requested. Please contact us so that we can help you understand the possible benefit of a short sale.

We had reviewed your loan for other assistance options before we determined that you were eligible for a short sale. You can find out more about that review in the Other Assistance Options Results section below.

A short sale allows you to sell the property at a price that's less than the total outstanding balance. What this means for you:

- You may be able to sell the home for less than the outstanding balance on the mortgage.
- You may be able to avoid foreclosure.
- You may be released from liability for the remaining primary mortgage balance.

Be sure to speak with your tax and legal advisors about the implications of a short sale.

If you're interested in participating in a short sale, contact us within 14 days from the date of this letter.

Call us at 1-866-970-7821.

Or, you may also sign, date, and return the attached form.

Mail:

Wells Fargo Home Equity
1000 Blue Gentian Road
Suite 300 MAC X9999-01N
Eagan, MN 55121
Fax: 1-866-834-7648

What happens next if you choose a short sale

- We'll provide you with a 45-day marketing period, as of the date of this letter. Use this time to market the property for sale and to receive an offer from a buyer, if you haven't already received one.
- You'll want to contact a real estate agent to list the property for sale, if it's not currently listed.
- If your loan is past due, we'll stop any foreclosure proceedings from occurring during the 45-day marketing period.
- We'll assign a Wells Fargo representative who specializes in short sales. They will work closely with you and your real estate agent to keep you informed.

You can instead choose to transfer ownership of the home to Wells Fargo. This is called a deed in lieu of foreclosure. Contact us for more information.

Other assistance options results

These are the other assistance options we reviewed for you.

Here's what we found

We used the information you provided to determine if the loan qualifies for assistance. Here is the result of that review.

Program name:

Proprietary Step Rate Modification

Program description:

A proprietary step-rate modification is a home preservation product that modifies the original loan terms to temporarily lower the monthly payment over a specified period of time. If the modification of the loan terms include reduction of the interest rate, the rate will gradually increase over a specified period of time.

At this time, you do not meet the requirements of this program because:

- Based on the documentation you provided, we are unable to create an affordable mortgage payment that still meets the requirements of the program. We reached this decision by reviewing your monthly gross income, which is calculated as \$1,266.17, along with reviewing the other information you provided. Your gross monthly income is your income before taxes and other deductions.

Once we determined that you did not meet the requirements for a particular program, we did not continue to evaluate that program based on other criteria related to your loan type or information you may have supplied. Instead we moved to evaluate you for the next available program based on your information and the qualifications associated with your loan.

You have the right to appeal this decision

Please understand that we need to receive the documentation listed in this letter to review you for assistance options.

If you believe that our decision on your eligibility for assistance is incorrect, you can appeal by 3/16/2020. You can follow the instructions outlined in the enclosed Appeal Request Form.

We're here for you

If you have any questions about the information in this letter please call me at the phone number listed below.

Sincerely,

Sironda Chambers
1-877-859-1860 ext. 133522441
Home Preservation Specialist
Wells Fargo Home Equity

Enclosure: Appeal Request Form

Contact us

If you'd like to request information, notify us of an error, or share any concerns you may have about the servicing of this account, please contact us at P.O. Box 10335, Des Moines, IA 50306. Please include the account number with all correspondence.

Get free counseling to help manage expenses and avoid foreclosure.

Reach out to a local HUD-approved, non-profit housing counseling agency if you're struggling to keep up with monthly expenses, or want help to avoid foreclosure. At no cost, a counselor will work closely with you, providing the information and assistance you need. To find an agency near you, go to www.hud.gov/offices/hsg/sfh/hcc/fc or www.oregonhomeownersupport.gov. Or call 211 or 1-800-569-4287 (TDD 1-800-877-8339).

Be sure you avoid anyone who asks for a fee for counseling or a loan modification, or asks you to sign over the deed to your home, or to make your mortgage payments to anyone other than Wells Fargo Home Equity.

Where appropriate, Wells Fargo Bank, N.A. is required to inform you that, as your account servicer, we are attempting to collect a debt, and any information obtained will be used for that purpose.

We may report information about your account to consumer reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20006.

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February 25, 2020



Agreement to participate in a short sale

Account Number: XXX-XXX-XXX8821-XXXX

You may call us or sign, date, and return this form

Mail: Wells Fargo Home Mortgage
1000 Blue Gentian Road
Suite 300 MAC X9999-01N
Eagan, MN 55121

Fax: 1-866-834-7648

Your next steps after you contact us

- Contact a real estate agent to list your property for sale if it is not currently listed.
- Once you've selected a real estate agent, we will need your consent to discuss the short sale with them.

I agree to participate in a short sale.

ANDREW L COLES Your signature

DATE



February 25, 2020



Appeal request form

Account Number: XXX-XXX-XXX8821-XXXX

What you need to do

If you believe our decision on your eligibility for assistance is incorrect, you can appeal by 3/16/2020. You can request an appeal by fax or mail.

By fax

Fax number:
1-877-797-0941

By mail

Return address:
Wells Fargo Home Equity
MAC P6050-018
PO Box 4149
Portland, OR 97208-4149

If you choose to submit your appeal request in writing (via fax or mail), you can either use this appeal request form or write a letter of your own that explains the reason you believe our decision is incorrect. Include any additional information or documents that may help us review your appeal. Be sure to write the loan number on all documents. We'll review your appeal request based on the information you have provided (if applicable), or on the information we already have. After we receive your appeal request, you'll receive a confirmation letter with next steps.

1. Please state which decisions you believe are incorrect and why:

2. Please enclose any additional information you may have that supports your appeal.

3. If you are disputing the property value used in our decision, please state the value you believe to be correct:

4. Provide your contact information:

Primary contact phone:

Other contact numbers:

Best days and times to reach you:

5. Fax or mail your appeal request to us as indicated at the top of the form.



EXHIBIT B

LOAN NUMBER:

International Products and Services, LLC
472 Cassville Road
Jackson, NJ 08527
Loan Number:

To Wells Fargo Bank

Subject: Letter of Explanation re Expenses for 2019 Profit and Loss Statements

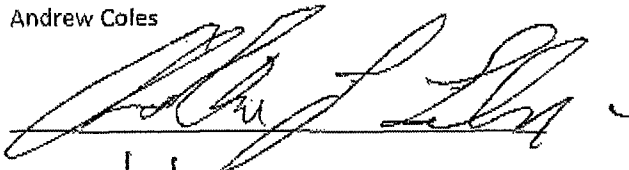
To Whom it May Concern,

The reason that there is a difference in expenses on the Profit and Loss statements for 2019 and the 2018 Tax Returns for the business are as follows:

1. Expenses in this business and in most businesses vary from quarter to quarter and year to year. The expectation that expenses should be uniform does not seem like sound reasoning. Therefore, naturally in my business, my expenses are not going to be the same for 2018 and 2019, nor will they be the same for 2019 quarter 1, 2, 3 or 4 or 2018 quarter 1, 2, 3 or 4

Regards,

Andrew Coles


12/16/19

LOAN NUMBER:

LOAN NUMBER:

SAMPLE PROFIT & LOSS STATEMENT

Any borrower(s) who is/are self-employed or an independent contractor should complete this form if they do not already have their own profit and loss form.

Company Name: Intl Products & Services Percent of Ownership 100 %

Company Address: 472 Cassville Rd Jackson NJ 08522

Type of Business: Cryogenic Consulting

Borrower Name(s): _____

Loan Number: _____

Dates Reported (MM/DD/YY - MM/DD/YY) 01/01/19 - 05/31/19
(Must be minimum of 3 full months)

Please fill in the fields that apply to your business

GROSS INCOME	
Gross Sales (Total amount of income from sales or service before subtracting expenses)	\$ <u>3000-</u>
Other Income (Any other additional funds earned through the company such as payments from people leasing space or payments from investors)	\$ _____
Total GROSS INCOME BEFORE TAXES	\$ _____

EXPENSES	
Cost of Goods Sold (Direct costs to produce or obtain the goods sold by the company)	\$ _____
Accounting and Legal Fees	\$ <u>500</u>
Advertising	\$ _____
Insurance (Do <u>not</u> include homeowner insurance)	\$ _____
Maintenance and Repairs	\$ _____
Supplies	\$ _____
Payroll Expenses (Salaries and wages for borrower(s) on the mortgage loan)	\$ _____
Payroll Expenses (Salaries and wages for employees who are not borrower(s) on the mortgage loan)	\$ _____
Postage	\$ _____

LOAN NUMBER:

(Over, please)

LOAN NUMBER:

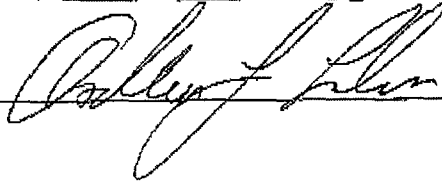
SAMPLE PROFIT & LOSS STATEMENT*Please fill in the fields that apply to your business*

Rent	\$
Licenses	\$
Taxes (Do <u>not</u> include Real Estate taxes on the property; do <u>not</u> include Income Taxes on the business - include the total of any other taxes that you have to pay for the business)	\$
Telephone	\$ 500
Travel/Transportation	\$
Utilities	\$
Other (Total and explanation of any other expenses not already listed)	\$
Total EXPENSES	\$ 1000 -

NET INCOME	
Net Income Before Taxes	\$ 2000
Taxes (Paid on Business Income)	\$
Total NET INCOME AFTER TAXES	\$

By signing this document, I/we certify that all the information is truthful. I/we understand that knowingly submitting false information may constitute fraud.

Borrower Name(s) Andrew L Coles

Signature  Date 12/16/19

Signature _____ Date _____

39932 PL 1217

LOAN NUMBER:

LOAN NUMBER:

SAMPLE PROFIT & LOSS STATEMENT

Any borrower(s) who is/are self-employed or an independent contractor should complete this form if they do not already have their own profit and loss form.

Company Name: Int'l Product Services Percent of Ownership 100 %

Company Address: 472 Cassville Rd Jackson NJ 08527

Type of Business: Cryogenic Consulting

Borrower Name(s): _____

Loan Number: _____

Dates Reported (MM/DD/YY - MM/DD/YY) 06/01/19 - 08/31/19

(Must be minimum of 3 full months)

Please fill in the fields that apply to your business

Business currently has
50,000 receivables due 11/15/19

GROSS INCOME	
Gross Sales (Total amount of income from sales or service before subtracting expenses)	\$ <u>22,000.00</u>
Other Income (Any other additional funds earned through the company such as payments from people leasing space or payments from investors)	\$ _____
Total GROSS INCOME BEFORE TAXES	\$ _____

EXPENSES	
Cost of Goods Sold (Direct costs to produce or obtain the goods sold by the company)	\$ <u> </u>
Accounting and Legal Fees	\$ <u>1000</u>
Advertising	\$ _____
Insurance (Do not include homeowner insurance)	\$ _____
Maintenance and Repairs	\$ _____
Supplies	\$ <u>100</u>
Payroll Expenses (Salaries and wages for borrower(s) on the mortgage loan)	\$ _____
Payroll Expenses (Salaries and wages for employees who are not borrower(s) on the mortgage loan)	\$ _____
Postage	\$ <u>20</u>

(Over, please)

LOAN NUMBER:

LOAN NUMBER:

SAMPLE PROFIT & LOSS STATEMENT

Please fill in the fields that apply to your business

Rent	\$
Licenses	\$
Taxes (Do not include Real Estate taxes on the property; do not include income taxes on the business - include the total of any other taxes that you have to pay for the business)	\$
Telephone	\$ 100
Travel/Transportation	\$
Utilities	\$ 300
Other (Total and explanation of any other expenses not already listed)	\$
Total EXPENSES	\$ 1520.00

NET INCOME	
Net Income Before Taxes	\$ 20,480.00
Taxes (Paid on Business Income)	\$
Total NET INCOME AFTER TAXES	\$

By signing this document, I/we certify that all the information is truthful. I/we understand that knowingly submitting false information may constitute fraud.

Borrower Name(s) Andrew Coles Elizabeth Coles

Signature [Signature] Date 09/16/19

Signature [Signature] Date 09/16/19

39912 01, 1217

LOAN NUMBER:

LOAN NUMBER:

SAMPLE PROFIT & LOSS STATEMENT

Any borrower(s) who is/are self-employed or an independent contractor should complete this form if they do not already have their own profit and loss form.

Company Name: International Products & Services LLC Percent of Ownership 100 %

Company Address: 472 Cassille Rd Jackson MS 39207

Type of Business: Consulting Cryogenics

Borrower Name(s): Andrew Coles Elizabeth Coles

Loan Number: _____

Dates Reported (MM/DD/YY - MM/DD/YY) 09/1/19 09/31/19
(Must be minimum of 3 full months)

Please fill in the fields that apply to your business

GROSS INCOME	
Gross Sales (Total amount of income from sales or service before subtracting expenses)	\$ <u>36,534.00</u>
Other Income (Any other additional funds earned through the company such as payments from people leasing space or payments from investors)	\$
Total GROSS INCOME BEFORE TAXES	\$

EXPENSES	
Cost of Goods Sold (Direct costs to produce or obtain the goods sold by the company)	\$ <u>—</u>
Accounting and Legal Fees	\$ <u>1000—</u>
Advertising	\$
Insurance (Do not include homeowner insurance)	\$ <u>150—</u>
Maintenance and Repairs	\$
Supplies	\$ <u>100—</u>
Payroll Expenses (Salaries and wages for borrower(s) on the mortgage loan)	\$
Payroll Expenses (Salaries and wages for employees who are not borrower(s) on the mortgage loan)	\$
Postage	\$ <u>80—</u>

(Over, please)

LOAN NUMBER:

LOAN NUMBER:

SAMPLE PROFIT & LOSS STATEMENT.

Please fill in the fields that apply to your business

Rent	\$
Licenses	\$
Taxes (Do not include Real Estate taxes on the property; do not include Income Taxes on the business - include the total of any other taxes that you have to pay for the business)	\$
Telephone	\$ 100-
Travel/Transportation	\$
Utilities	\$ 500-
Other (Total and explanation of any other expenses not already listed)	\$
Total EXPENSES	\$ 1930-

NET INCOME	
Net Income Before Taxes	\$ 34,604.00
Taxes (Paid on Business Income)	\$
Total NET INCOME AFTER TAXES	\$

By signing this document, I/we certify that all the information is truthful. I/we understand that knowingly submitting false information may constitute fraud.

Borrower Name(s) Andrew Coles Elizabeth Coles

Signature [Signature] Date 10/15/19

Signature [Signature] Date 10/15/19

39832 PL 1217

LOAN NUMBER:

LOAN NUMBER:

SAMPLE PROFIT & LOSS STATEMENT

Any borrower(s) who is/are self-employed or an independent contractor should complete this form if they do not already have their own profit and loss form.

Company Name: International Products & Services Percent of Ownership 100 %
 Company Address: 472 Cassville Rd Jackson NJ 08527
 Type of Business: Cytogenic Consulting
 Borrower Name(s): Andrew & Elizabeth Coles
 Loan Number: _____

Dates Reported (MM/DD/YY - MM/DD/YY) 10/01/19 - 10/31/19
 (Must be minimum of 3 full months)

Please fill in the fields that apply to your business
 Business Has 18000
 Cash on Hand & 25K Revv

GROSS INCOME	
Gross Sales (Total amount of income from sales or service before subtracting expenses)	\$ <u>42,615.50</u>
Other Income (Any other additional funds earned through the company such as payments from people leasing space or payments from investors)	\$ _____
Total GROSS INCOME BEFORE TAXES	\$ <u>42,615.50</u>

EXPENSES	
Cost of Goods Sold (Direct costs to produce or obtain the goods sold by the company)	\$ <u>29,000 -</u>
Accounting and Legal Fees	\$ _____
Advertising	\$ _____
Insurance (Do not include homeowner insurance)	\$ _____
Maintenance and Repairs	\$ _____
Supplies	\$ <u>300 -</u>
Payroll Expenses (Salaries and wages for borrower(s) on the mortgage loan)	\$ _____
Payroll Expenses (Salaries and wages for employees who are not borrower(s) on the mortgage loan)	\$ _____
Postage	\$ <u>80.00</u>

(Over, please)

LOAN NUMBER

LOAN NUMBER:

SAMPLE PROFIT & LOSS STATEMENT

Please fill in the fields that apply to your business

Rent	\$
Licenses	\$
Taxes (Do not include Real Estate taxes on the property; do not include Income Taxes on the business - include the total of any other taxes that you have to pay for the business)	\$
Telephone	\$ 100 -
Travel/Transportation	\$
Utilities	\$
Other (Total and explanation of any other expenses not already listed)	\$
Total EXPENSES	\$ 29,480 -

NET INCOME	
Net Income Before Taxes	\$ 13,135.50
Taxes (Paid on Business Income)	\$
Total NET INCOME AFTER TAXES	\$

By signing this document, I/we certify that all the information is truthful. I/we understand that knowingly submitting false information may constitute fraud.

Borrower Name(s) Andrew L Coles Elizabeth A Coles

Signature [Signature] Date 11/6/19

Signature [Signature] Date 11/6/19

39932 PL 1217

LOAN NUMBER:

LOAN NUMBER:

SAMPLE PROFIT & LOSS STATEMENT

Any borrower(s) who is/are self-employed or an independent contractor should complete this form if they do not already have their own profit and loss form.

Company Name: EntL Products & Services Percent of Ownership 100 %

Company Address: 472 Cassville Rd. Jackson NY 08527

Type of Business: Cryogenic Consulting

Borrower Name(s): _____

Loan Number: _____

Dates Reported (MM/DD/YY - MM/DD/YY) 11/01/19 - 11/30/19
(Must be minimum of 3 full months)

Please fill in the fields that apply to your business

GROSS INCOME	
Gross Sales (Total amount of income from sales or service before subtracting expenses)	\$ <u>22813 -</u>
Other Income (Any other additional funds earned through the company such as payments from people leasing space or payments from investors)	\$ _____
Total GROSS INCOME BEFORE TAXES	\$ _____

EXPENSES	
Cost of Goods Sold (Direct costs to produce or obtain the goods sold by the company)	\$ _____
Accounting and Legal Fees	\$ <u>1000 -</u>
Advertising	\$ _____
Insurance (Do <u>not</u> include homeowner insurance)	\$ <u>260 -</u>
Maintenance and Repairs	\$ <u>800 -</u>
Supplies	\$ <u>100 -</u>
Payroll Expenses (Salaries and wages for borrower(s) on the mortgage loan)	\$ _____
Payroll Expenses (Salaries and wages for employees who are not borrower(s) on the mortgage loan)	\$ _____
Postage	\$ <u>50</u>

LOAN NUMBER:

(Over, please)

LOAN NUMBER:

SAMPLE PROFIT & LOSS STATEMENT*Please fill in the fields that apply to your business*

Rent	\$
Licenses	\$
Taxes (Do <u>not</u> include Real Estate taxes on the property; do <u>not</u> include Income Taxes on the business - include the total of any other taxes that you have to pay for the business)	\$
Telephone	\$ 150 -
Travel/Transportation	\$ 500 -
Utilities	\$ 400 -
Other (Total and explanation of any other expenses not already listed)	\$
Total EXPENSES	\$ 3960.00

NET INCOME	
Net Income Before Taxes	\$ 19,553.00
Taxes (Paid on Business Income)	\$
Total NET INCOME AFTER TAXES	\$

By signing this document, I/we certify that all the information is truthful. I/we understand that knowingly submitting false information may constitute fraud.

Borrower Name(s) Andrew L Coles

Signature [Signature] Date 12/16/19

Signature _____ Date _____

39932 PL 1217

LOAN NUMBER:



Wells Fargo
Return Mail Operations
PO Box 10368
Des Moines, IA 50306-0368

EXHIBIT B

March 10, 2020

Q9MHAPDTL 000001 EUSHEQAPDC



ANDREW L COLES
ATTN: KEAVENEY LEGAL GROUP, LLC 1000 MAPLEWOOD DR
MAPLE SHADE, NJ 08052

Contact Information

Fax: 1-866-359-7363

Telephone: 1-877-859-1860

Ext: 1335522441

Correspondence: PO Box 10335
Des Moines, IA 50306

Hours of Operation: Monday - Friday
7:00 a.m. - 7:00 p.m.
and Saturday
8:00 a.m. - 5:00 p.m.
Central Time

Subject: Decision on your loan modification
Home Equity account number ending in: xxxxxxxx88211998

Dear ANDREW L COLES:

In response to your appeal request, we reviewed the decision that was made about your mortgage.

Here's what we found

After carefully reviewing the information we currently have, we have determined that you still do not meet the requirements for a loan modification but you are still approved to participate in a short sale. If you are interested in participating in a short sale contact us within 14 days from the date of this letter.

We're here to help you

Please call me at 1-877-859-1860 Ext: 1335522441 should you have any questions. If you have questions about the information in this letter, or if you have difficulty reaching me, please contact Wells Fargo at 1-866-319-0855 Monday through Friday, 7:00 a.m. to 7:00 p.m., and Saturday, 8:00 a.m. to 5:00 p.m. Central Time. For customers with hearing or speech disabilities, we accept telecommunications relay service calls.

Sincerely,

Sironda Chambers
Home Preservation Specialist
Wells Fargo Home Equity
1-877-859-1860 Ext: 1335522441
Fax: 1-866-359-7363

Contact us

If you'd like to request information, notify us of an error, or share any concerns you may have about the servicing of this account, please contact us at P.O. Box 10335, Des Moines, IA 50306. Please include the account number with all correspondence.

The Servicemembers Civil Relief Act (SCRA) may offer protection or relief to members of the military, their spouses, partners, and dependents. If you have been called to active military service, or are the spouse, partner in civil union, domestic partner, or financial dependent of a person who has been called to active military service, and you haven't yet made us aware of your status, please contact us as indicated below:

- Wells Fargo Home Equity military customer: Call 1-866-439-3557 or fax your Active Military Service

Documentation to 1-877-658-4585, attention SCRA.

In addition, please be aware that prior to seeking a refinance of your existing mortgage loan, you should consult with your legal advisor regarding the potential loss of any benefits you are entitled to under the Servicemembers Civil Relief Act or applicable state law.

Get free counseling to help manage expenses and avoid foreclosure.

Reach out to a local HUD-approved, non-profit housing counseling agency if you're struggling to keep up with monthly expenses, or want help to avoid foreclosure. At no cost, a counselor will work closely with you, providing the information and assistance you need. To find an agency near you, go to www.hud.gov/offices/hsg/sfh/hcc/fc. Or call 1-800-569-4287 (TDD 1-800-877-8339).

Be sure you avoid anyone who asks for a fee for counseling or a loan modification, or asks you to sign over the deed to your home, or to make your mortgage payments to anyone other than Wells Fargo Bank, N.A.

Where appropriate, Wells Fargo Bank, N.A. is required to inform you that, as your account servicer, we are attempting to collect a debt and any information obtained will be used for that purpose.

We may report information about your account to consumer reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. Completed short sales and deeds in lieu of foreclosure, sometimes referred to as Mortgage Release, may be reported to the consumer reporting agencies as paid-in-full for less than the balance.

If you reside in the state of New York and if you believe the loss mitigation request has been wrongly denied, you may file a complaint with the New York State Department of Financial Services at 1-800-342-3736 or www.dfs.ny.gov.

If you reside in the state of Hawaii and if you believe the loss mitigation request has been wrongly denied, you may file a complaint with the Hawaii State Division of Financial Institutions at 1-808-586-2820 or <http://cca.hawaii.gov/dfi/>.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20006.

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EXHIBIT

E



Wells Fargo
P.O. Box 10335
Des Moines, IA 50306 0335

May 8, 2020

Thomas Masciocchi Esq
Attn: Keaveney Legal Group, LLC
1000 Maplewood Dr Ste 202
Maple Shade, NJ 08052

Subject: Resolution to your inquiry on behalf of Andrew L. Coles home equity account number
XXXXXXXXXX88211998

Dear Thomas Masciocchi Esq:

Thank you for speaking with me and for giving me the opportunity to address your client's account related concerns. We want you to know we're here to help so we're responding to you in writing to ensure you have the information you need.

During our conversation, you raised concerns about:

- Our previous resolution
- Explanation of the monthly income used
- Response about the appeal

Please see our response below.

Our previous resolution

We are sorry to hear you felt our previous response was incomplete. The information provided in our previous response was accurate. Please see the additional information below that may answer the additional questions you might have.

At Wells Fargo, we strive to deliver superior service to our customers. Your feedback plays a critical role in helping us shape and improve our training and processes. Your confidence in our ability to live up to your expectations is very important to us and we hope to make it up to you in the future.

We apologize if our efforts didn't meet all of your expectations. Providing excellent service is important to us and we regret you didn't receive the service you expected.

Explanation of income used

We understand you feel our income calculation was incorrect and you were looking for further explanation as to how we arrived at the final amount. We were unable to use the Profit and Loss Statement provided due to the discrepancies present concerning the expenses. Due to not being able to use the Profit and loss statements this limited our ability to complete using the current income that was provided and this limited the income we were able to provide. We've received the 2019 Federal taxes and have provided that to our partners in Home Preservation, they're currently reviewing the file and will provide you a response separate from this letter.

Response about the appeal

We did receive the appeal request however, there was no additional information provided to change the income calculations therefore the appeal was denied. We have assigned a new single point of contact to assist with the new review. Please continue to work with Sirona Chambers, she can be reached at 1-877-859-1860 extension 1335522441, Monday through Friday 7:00 a.m. to 4:00 p.m.

Coles
May 8, 2020
Page 2


We'd like to thank you for helping our customers with their financial goals.

Going forward

It's been my goal to fully address the concerns you've brought to our attention. We value your feedback and appreciate the time and effort you took to contact us. We determined your account was handled properly and no corrections were needed as no error occurred.

If you have any questions or would like to request additional documents that support our research, you may reply to me directly at the return address on this letter or by calling me at 1-800-853-8516, extension 1335524642. I am available to assist you Monday through Friday, 10:00 a.m. to 7:00 p.m. Central Time. If you require immediate assistance and I am unavailable, other representatives are available to assist you at 1-800-853-8516, Monday through Friday, 7:00 a.m. to 7:00 p.m. Central Time.

Sincerely,



Sammy Hernandez
Executive Office Case Specialist
Consumer Lending Executive Office

CC: Andrew L Coles
Attn: Keaveney Legal Group, LLC
1000 Maplewood Dr Ste 202
Maple Shade, NJ 08052

Where appropriate Wells Fargo Home Mortgage is required to inform you that, as your account servicer, we are attempting to collect a debt and any information obtained will be used for that purpose. However, if you are a customer involved in an active bankruptcy case or you received a discharge in a bankruptcy case where the account was not otherwise reaffirmed or excepted from discharge, then this notice is being provided to you for informational purposes only, and this is not a bill or a request for payment as to any such customer(s).

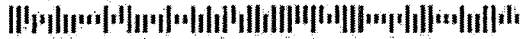
With respect to those accounts secured by property located in the State of California, the state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

SO7/co9692665/ciWFE

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Wells Fargo Home Equity
Return Mail Operations
PO Box 5169
Sioux Falls, SD 57117-5169

XNML1CDTF1 000023



Thomas Masciocchi Esq
Attn: Keaveney Legal Group, LLC
1000 Maplewood Dr Ste 202
Maple Shade, NJ 08052

XNML1CDTF1 000023 NNNNNNNNN NNN NNN 001 003 000153 21634699.1

EXHIBIT

F

Wells Fargo Home Equity
Return Mail Operations
PO Box 10368
Des Moines, IA 50306-0368



May 20, 2020

000001

Andrew L. Coles
Attn: Keaveney Legal Group, LLC
1000 Maplewood Dr. Ste. 202
Maple Shade, NJ 08052-1931

Account Information	
Online:	wellsfargo.com
Fax:	1-866-593-3578
Telephone:	1-800-524-5786
Correspondence:	PO Box 10335 Des Moines, IA 50306
Hours of operation:	Monday – Friday, 7 a.m. to 7 p.m.; Saturday 8 a.m. – 5 p.m., CT
Account:	XXXXXXXXX1998
Property address:	472 Cassville Rd. Jackson, NJ 08527

Subject: You have payment suspension for this account

Dear Andrew L. Coles:

We know that this is a challenging time as you work to protect what matters most: your health and the health and safety of the people you care for. You let us know about a financial hardship you're facing. We want you to know that we're here to help.

You may not know how you'll be affected by the spread of coronavirus (COVID-19), so we want to help by providing you with time to assess your situation. For this reason, we're providing the following short-term payment suspension for your account.

Your short-term payment suspension (forbearance)

This payment relief is an immediate payment suspension – a temporary pause of your account payments for an initial three months. You'll learn more from us about next steps toward the end of the three months.

During payment suspension:

- We won't charge late fees or report additional missed payments to the credit bureaus.
- If the account is past-due, we won't refer the account to foreclosure at this time.

Please contact us if you need assistance but don't think this short-term payment suspension is right for you.

Note: If you find that you don't need this short-term payment suspension, please continue to make your normal payments. Take advantage of this payment suspension only when you really need it, because you may need to repay any missed payments at the end of the short-term payment suspension period.

This payment suspension option is based on an incomplete application for assistance. Other payment assistance options may be available. If you would like a review for all available assistance options, you may submit a complete application, which would include information about your income and expenses. This review is available whether or not you accept this short-term payment suspension. Please contact us for more information.

After the payment suspension period ends

If you need more time at the end of your initial three-month payment suspension period, depending on the type of account you have, you may have the option to extend the payment suspension up to an additional three months, for a total of six months. If you choose to extend your payment suspension period, you will still need to repay all missed payments. When it comes time for you to repay, we'll review your financial situation and discuss options with you.

Depending on the type of account you have and your situation, your options may include:

- An additional payment suspension: You may be able to continue the six-month payment suspension for up to an additional six months.
- A lump-sum payment: If you can, you repay the entire amount due at once.

- A repayment plan: We'll divide the amount due from the amount of missed payments into manageable amounts, spread out over time.
- Payment deferral: We'll move the amount of the suspended payments to the end of your account term.
- A modification: We may be able to change certain terms of your account — such as the interest rate or the time allowed for repayment — to make payments more manageable. Your modified payment amount is based on your current financial situation and takes any hardship into account.

After the payment suspension period ends, reporting the past-due status to the consumer reporting agencies, late fees, and possible foreclosure activities may begin or resume.

What you need to know about automatic payments

- You'll need to stop the automatic payments you're making from bill pay on *Wells Fargo Online®* or with any other financial institution.
- If you have a plan with us to automatically withdraw your mortgage or home equity payments directly from your checking or savings account, you will need to cancel it right away. Or, if you choose to wait, we will cancel your drafting in approximately two business days.
- You'll need to set up any automatic payments or plans again once the payment suspension period ends.

Ending the payment suspension early

You can end the payment suspension at any time. If you decide to shorten the plan, or if you decide later that this is not the right solution for you, please contact us.

Short-term payment suspension impacts

- This account is restricted to new advances because of this payment suspension. You won't be able to access funds from this account while this restriction is in effect. When the payment suspension period ends, you may request reinstatement of the account to its original terms. To request a reinstatement, please call 1-866-508-7059 or write to Wells Fargo Home Equity, MAC-P6051-01A, P.O. Box 4790, Portland, OR 97208-4790. We may also reinstate your account when the payment suspension period has ended or you've resumed regular payments. You'll receive more information from us in a separate letter.
- You'll continue to receive statements every 30 days that show an amount due. We're legally required to do so. The statement will refer to your short-term payment suspension under Important Messages.
- If the account was modified under the Home Affordable Modification Program (HAMP) or Second Lien Modification Program (2MP) and you don't make a payment during this time, you could lose the pay-for-performance incentives. This is because you must remain in good standing with HAMP and 2MP.
- If you have a modification that offers principal forgiveness that requires you to be current on your account, you risk losing that benefit. Contact us to discuss your situation.
- If applying to Wells Fargo to refinance your current mortgage loan or obtain a new mortgage loan or home equity, the short-term payment suspension plan must be resolved prior to the closing of the new financing.

We're here to help

If you have questions about the information in this letter, please call us at the phone number in the account information box at the top of this letter. Thank you.

Note: As we support those impacted by COVID-19, we are experiencing longer than usual call volumes and wait times. We apologize for any inconvenience and ask for your understanding as we work to serve all of our customers. Go to wellsfargo.com/mortgageassist for up-to-date information you may need to manage your account during these challenging times.

Home Preservation Department
 Wells Fargo Home Equity

Contact us

If you'd like to request information, notify us of an error, or share any concerns you may have about the servicing of this account, please contact us at P.O. Box 10335, Des Moines, IA 50306. Please include the account number with all correspondence.

Get free counseling to help manage expenses and avoid foreclosure.

Reach out to a local HUD-approved, non-profit housing counseling agency if you're struggling to keep up with monthly expenses, or want help to avoid foreclosure. At no cost, a counselor will work closely with you, providing the information and assistance you need. To find an agency near you, go to www.hud.gov/offices/hsg/sfh/hcc/fc. Or call 1-800-569-4287 (TDD 1-800-877-8339).

Be sure you avoid anyone who asks for a fee for counseling or a loan modification, or asks you to sign over the deed to your home, or to make your mortgage payments to anyone other than Wells Fargo Home

Equity.

Contact other servicers

As a reminder, it's important to consider contacting the servicers of any other mortgage loans that are secured by this property to discuss mortgage assistance options.

An appraisal may be required as part of this process.

When you apply for assistance on a home that is secured by a first lien, we may need to appraise the home. If we do, you'll receive a copy of any written appraisals related to this application.

Our acceptance and posting of your payments during the short-term payment assistance plan will not be deemed a waiver of the right to accelerate or foreclosure actions, and related activities, and shall not constitute a cure of any default under your account unless such payments are sufficient to completely cure the entire default under your account.

All terms and provisions of your current mortgage note and mortgage security instrument remain in full force and effect and you will comply with those terms. Nothing in this assistance shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.

Where appropriate, Wells Fargo Home Equity is required to inform you that, as your account servicer, we are attempting to collect a debt and any information obtained will be used for that purpose.

Wells Fargo Home Equity
Return Mail Operations
PO Box 10368
Des Moines, IA 50306-0368



May 20, 2020

000001

Keaveney Legal Group, LLC
1000 Maplewood Dr. Ste. 202
Maple Shade, NJ 08052-1931

Subject: Urgent – Please forward enclosed documents to your client(s)
Loan number: XXXXXXXXXX1998
Client(s): Andrew L. Coles
Property address: 472 Cassville Rd. Jackson, NJ 08527

Dear Keaveney Legal Group, LLC:

Enclosed is an important document(s) for your above client(s). You are receiving this because your client has requested that you receive all information. This document(s) may provide your client(s) with time-sensitive information about the loan referenced above. Please forward the enclosed document(s) to your client(s) as soon as possible.

Thank you for your prompt attention to this matter. If you have any questions or need additional assistance, please refer to our contact information within the enclosed document.

Wells Fargo-Bank, N.A.

Enclosure

Civil Case Information Statement

Case Details: MONMOUTH | Civil Part Docket# L-002293-20

Case Caption: COLES ANDREW VS WELLS FARGO
BANK, N. A.

Case Initiation Date: 07/23/2020

Attorney Name: JAMES PATRICK KEAVENEY

Firm Name: KEAVENEY LEGAL GROUP LLC

Address: 1000 MAPLEWOOD DR STE 202

MAPLE SHADE NJ 08052

Phone: 8002190939

Name of Party: PLAINTIFF : Coles, Andrew, L

Name of Defendant's Primary Insurance Company
(if known): None

Case Type: OTHER RESPA and other Common Law Violations

Document Type: Complaint

Jury Demand: NONE

Is this a professional malpractice case? NO

Related cases pending: YES

If yes, list docket numbers: F-001684-19

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Are sexual abuse claims alleged by: Andrew L. Coles? NO

Are sexual abuse claims alleged by: Elizabeth Coles? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? YES

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO **Consumer Fraud?** YES

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

07/23/2020

Dated

/s/ JAMES PATRICK KEAVENEY

Signed

